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GEORGE HERVEY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In Re Marvell Technology Group, Ltd.
Securities Litigation

THIS DOCUMENT RELATES TO:
All Actions.

Master File No. C-06-06286 RMW

CLASS ACTION

**DEFENDANT GEORGE HERVEY'S
ANSWER TO CONSOLIDATED CLASS
ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL**

Complaint Filed: August 16, 2007
Trial Date: None Set

1 Defendant George Hervey (“Hervey”) hereby answers the above-entitled Consolidated
2 Class Action Complaint (the “Complaint”) as set forth below. In answer to the Complaint, Hervey
3 denies each and every allegation thereof, except those allegations that are expressly admitted, or
4 qualified, and Hervey further denies that Plaintiffs have suffered any damages by reason of any
5 act, omission, or conduct on the part of Hervey, and further denies that Plaintiffs have been
6 damaged whatsoever, and denies that Plaintiffs are entitled to the relief sought in the Complaint,
7 or to any relief at all.

8 The allegations of the first two unnumbered paragraphs of the Complaint contain legal
9 conclusions as to which no response is required. To the extent that a response is required, Hervey
10 admits that publicly available information reflects that this Court appointed the Police and Fire
11 Retirement System of the City of Detroit, Monte Paschi Asset Management S.G.R. S.p.A, and
12 Puerto Rico Government Employees Retirement System as Lead Plaintiffs. Except as expressly
13 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
14 allegations contained in the first two unnumbered paragraphs of the Complaint, and, on that
15 ground, denies each and every allegation contained in such paragraph.

16 1. Answering the allegations contained in paragraph 1 of the Complaint, Hervey notes
17 that this paragraph contains certain legal conclusions and characterizations as to which no
18 response is required. Hervey denies generally and specifically each and every allegation contained
19 in such paragraph that is directed against Hervey. With respect to allegations directed against
20 defendants other than Hervey, or otherwise, Hervey does not have information or belief sufficient
21 to enable him to answer the allegations contained therein, and, on that ground, denies each and
22 every allegation contained in such paragraph.

23 2. Answering the allegations contained in paragraph 2 of the Complaint, Hervey notes
24 that this paragraph contains certain legal conclusions and characterizations as to which no
25 response is required. Hervey denies generally and specifically each and every allegation
26 contained in such paragraph that is directed against Hervey. With respect to allegations directed
27 against defendants other than Hervey, or otherwise, Hervey does not have information or belief

1 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
2 each and every allegation contained in such paragraph.

3 3. Answering the allegations contained in paragraph 3 of the Complaint, Hervey
4 admits that publicly available information reflects that Marvell Technology Group, Ltd.
5 (“Marvell” or the “Company”) filed its Form 10-K with the SEC on or about July 2, 2007 (the
6 “Restatement”) which states: “In this Form 10-K, we are restating our consolidated financial
7 statements and related disclosures for the fiscal years ended January 28, 2006 and January 29,
8 2005. This Form 10-K also reflects the restatement of ‘Selected Consolidated Financial Data’ in
9 Item 6 for fiscal years 2006, 2005, 2004, and 2003, and ‘Management’s Discussion and Analysis
10 of Financial Condition and Results of Operation’ in Item 7 for fiscal years 2006 and 2005.
11 Furthermore, under ‘Supplementary Data’ in Item 8, we have included restated unaudited
12 condensed consolidated financial information for each affected quarter during fiscal 2006 and the
13 first quarter of fiscal 2007.” Hervey states that the Restatement speaks for itself. Except as
14 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
15 answer the allegations contained therein, and, on that ground, denies each and every allegation
16 contained in such paragraph.

17 4. Answering the allegations contained in paragraph 4 of the Complaint, Hervey
18 admits that the Restatement states: “[a]pproximately 74% of shares granted during the Relevant
19 Period were backdated or resulted in additional accounting charges. Of these re-measured grants,
20 the stock prices on the original grant date were lower than the prices on the appropriate
21 measurement dates for 97% of such shares.” Hervey admits that the Restatement states: “The
22 Special Committee determined that in a substantial number of instances grant dates were chosen
23 with the benefit of hindsight, so as to provide exercise prices lower than the fair market value on
24 the actual measurement date.” Hervey states that the Restatement speaks for itself. Except as
25 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
26 answer the allegations contained therein, and, on that ground, denies each and every allegation
27 contained in such paragraph.

1 5. Answering the allegations contained in paragraph 5 of the Complaint, Hervey does
2 not have information or belief sufficient to enable him to answer the allegations contained therein,
3 and, on that ground, denies each and every allegation contained in such paragraph.

4 6. Answering the allegations contained in paragraph 6 of the Complaint, Hervey notes
5 that this paragraph contains certain legal conclusions and characterizations as to which no
6 response is required. Hervey admits that the Restatement contains Findings of the Special
7 Committee, including the language quoted in paragraph 6 of the Complaint. Hervey states that the
8 Restatement speaks for itself. Except as expressly admitted herein, Hervey does not have
9 information or belief sufficient to enable him to answer the allegations contained therein, and, on
10 that ground, denies each and every allegation contained in such paragraph.

11 7. Answering the allegations contained in paragraph 7 of the Complaint, Hervey notes
12 that this paragraph contains certain legal conclusions and characterizations as to which no
13 response is required. Hervey admits that the Restatement contains Findings of the Special
14 Committee, including the language quoted in paragraph 7 of the Complaint. Hervey states that the
15 Restatement speaks for itself. Except as expressly admitted herein, Hervey denies each and every
16 allegation contained in such paragraph.

17 8. Answering the allegations contained in paragraph 8 of the Complaint, Hervey
18 admits that Marvell had an Executive Compensation Committee that was responsible for
19 administering stock option grants to the Company's executive officers during at least a period of
20 time while Hervey was employed by Marvell. Hervey admits that John M. Cioffi ("Cioffi") was a
21 member of the Company's Executive Compensation Committee during at least a period of time
22 that Hervey was employed by Marvell. Except as expressly admitted herein, Hervey does not
23 have information or belief sufficient to enable him to answer the allegations contained therein,
24 and, on that ground, denies each and every allegation contained in such paragraph.

25 9. Answering the allegations contained in paragraph 9 of the Complaint, Hervey
26 denies generally and specifically each and every allegation contained in such paragraph that is
27 directed against Hervey. With respect to allegations directed against defendants other than

1 Hervey, or otherwise, Hervey does not have information or belief sufficient to enable him to
2 answer the allegations contained therein, and, on that ground, denies each and every allegation
3 contained in such paragraph.

4 10. Answering the allegations contained in paragraph 10 of the Complaint, Hervey
5 Hervey notes that this paragraph contains certain legal conclusions and characterizations as to
6 which no response is required. Hervey admits that he received stock options from Marvell.
7 Except as expressly admitted herein, Hervey denies generally and specifically each and every
8 allegation contained in such paragraph that is directed against Hervey. With respect to allegations
9 directed against defendants other than Hervey, or otherwise, Hervey does not have information or
10 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
11 denies each and every allegation contained in such paragraph.

12 11. Answering the allegations contained in paragraph 11 of the Complaint, Hervey
13 notes that this paragraph contains certain legal conclusions and characterizations as to which no
14 response is required. Hervey states that the analyst report speaks for itself. Hervey does not have
15 information or belief sufficient to enable him to answer the remaining allegations contained
16 therein, and, on that ground, denies each and every allegation contained in such paragraph.

17 12. Answering the allegations contained in paragraph 12 of the Complaint, Hervey
18 admits that publicly available information reflects that on or about July 3, 2006, the Company
19 filed a Form 8-K with the United States Securities and Exchange Commission ("SEC") disclosing,
20 among other things, that it had received a letter of informal inquiry from the Securities and
21 Exchange Commission requesting certain documents relating to the Company's stock option
22 grants and practices. The Company also disclosed that it had received a grand jury subpoena from
23 the office of the United States Attorney for the Northern District of California requesting
24 substantially similar documents. Except as expressly admitted herein, Hervey does not have
25 information or belief sufficient to enable him to answer the allegations contained therein, and, on
26 that ground, denies each and every allegation contained in such paragraph.

1 13. Answering the allegations contained in paragraph 13 of the Complaint, Hervey
2 notes that this paragraph contains certain legal conclusions and characterizations as to which no
3 response is required. Hervey admits that publicly available information reflects that, on or about
4 October 2, 2006, the Company filed a Form 8-K with the SEC (the "October 2, 2006 Form 8-K")
5 disclosing, among other things, that "the Company will need to restate historical financial
6 statements to record additional non-cash charges for stock-based compensation expense related to
7 past option grants." In the October 2, 2006 Form 8-K, the Company also stated that "the Board of
8 Directors has concluded that the financial statements and all earnings press releases and similar
9 communications issued by the Company relating to periods beginning on or after its initial public
10 offering in June 2000 should no longer be relied upon." Hervey states that the October 2, 2006
11 Form 8-K speaks for itself. Except as expressly admitted herein, Hervey does not have
12 information or belief sufficient to enable him to answer the allegations contained therein, and, on
13 that ground, denies each and every allegation contained in such paragraph.

14 14. Answering the allegations contained in paragraph 14 of the Complaint, Hervey
15 notes that this paragraph contains certain legal conclusions and characterizations as to which no
16 response is required. Hervey admits that publicly available information reflects: the closing price
17 of Marvell's common stock on May 22, 2006 was \$26.50; the closing price of Marvell's common
18 stock on July 3, 2006 was \$22.42; the closing price of Marvell's common stock on July 5, 2006
19 was \$20.66; and the closing price of Marvell's common stock on October 3, 2006 was \$16.80.
20 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
21 enable him to answer the allegations contained therein, and, on that ground, denies each and every
22 allegation contained in such paragraph.

23 15. Answering the allegations contained in paragraph 15 of the Complaint, Hervey
24 notes that this paragraph contains certain legal conclusions and characterizations as to which no
25 response is required. Hervey does not have information or belief sufficient to enable him to
26 answer the remaining allegations contained therein, and, on that ground, denies each and every
27 allegation contained in such paragraph.

1 answer the remaining allegations contained therein, and, on that ground, denies each and every
2 allegation contained in such paragraph.

3 21. Answering the allegations contained in paragraph 21 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Hervey does not have information or belief sufficient to enable him to
6 answer the remaining allegations contained therein, and, on that ground, denies each and every
7 allegation contained in such paragraph.

8 22. Answering the allegations contained in paragraph 22 of the Complaint, Hervey
9 admits that by Order of this Court dated February 2, 2007, and amended February 7, 2007, PFRS,
10 PRGERS and Monte Paschi were appointed Lead Plaintiffs in this Action purportedly on behalf of
11 a class of purchasers of Marvell common stock. Except as expressly admitted herein, Hervey does
12 not have information or belief sufficient to enable him to answer the allegations contained therein,
13 and, on that ground, denies each and every allegation contained in such paragraph.

14 23. Answering the allegations contained in paragraph 23 of the Complaint, Hervey
15 admits that, according to the Company's Form 10-K for the fiscal year ended January 28, 2006,
16 filed with the SEC on or about April 13, 2006 ("2006 Form 10-K"), the Company was
17 incorporated in Bermuda in January 1995, and has a registered address of Canon's Court, 22
18 Victoria Street, Hamilton HM 12, Bermuda. Hervey admits that, according to 2006 Form 10-K,
19 the address of the Company's United States subsidiary, Marvell Semiconductor, Inc., is 5488
20 Marvell Lane, Santa Clara, California 95054. Hervey states that the 2006 Form 10-K speaks for
21 itself. Except as expressly admitted herein, Hervey does not have information or belief sufficient
22 to enable him to answer the allegations contained therein, and, on that ground, denies each and
23 every allegation contained in such paragraph.

24 24. Answering the allegations contained in paragraph 24 of the Complaint, Hervey
25 admits that the language quoted in paragraph 24 of the Complaint is contained in the Company's
26 Form 10-K for the fiscal year ended January 29, 2005 filed with the SEC on or about April 14,
27 2005 ("2005 Form 10-K"). Hervey states that the 2005 Form 10-K speaks for itself. Except as

1 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
2 answer the allegations contained therein, and, on that ground, denies each and every allegation
3 contained in such paragraph.

4 25. Answering the allegations contained in paragraph 25 of the Complaint, Hervey
5 admits that, during the Class Period, as defined in the Complaint (the “Class Period”), Marvell
6 was engaged in the business of providing high-performance analog, mixed-signal, digital signal
7 processing and embedded microprocessor integrated circuits to end users and others. Except as
8 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
9 answer the allegations contained therein, and, on that ground, denies each and every allegation
10 contained in such paragraph.

11 26. Answering the allegations contained in paragraph 26 of the Complaint, Hervey
12 admits that the Company’s 2005 Form 10-K for the fiscal year ended January 29, 2005 states,
13 among other things: “On February 25, 2004, the Board of Directors approved a 2 for 1 stock split
14 of the Company’s common stock, to be effected pursuant to the issuance of additional shares,” and
15 that “[s]tock certificates representing one additional share for each share held were delivered on
16 June 28, 2004 (payment date) to all shareholders of record at the close of business on
17 June 14, 2004 (record date).” Hervey states that the 2005 Form 10-K speaks for itself. Except as
18 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
19 answer the allegations contained therein, and, on that ground, denies each and every allegation
20 contained in such paragraph.

21 27. Answering the allegations contained in paragraph 27 of the Complaint, Hervey
22 admits that publicly available information reflects that on February 21, 2006, the Company’s
23 Board of Directors approved a 2-for-1 split of the Company’s common stock. Except as expressly
24 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
25 allegations contained therein, and, on that ground, denies each and every allegation contained in
26 such paragraph.

1 28. Answering the allegations contained in paragraph 28 of the Complaint, Hervey
2 does not have information or belief sufficient to enable him to answer the allegations contained
3 therein, and, on that ground, denies each and every allegation contained in such paragraph.

4 29. Answering the allegations contained in paragraph 29 of the Complaint, Hervey
5 admits that, during the period of time he was employed by Marvell, the Company's fiscal year
6 ended on the Saturday nearest January 31. Hervey admits that, during the period of time that he
7 was employed by Marvell, that the Company defined its "fiscal year" as the year in which the
8 reporting period ended. Except as expressly admitted herein, Hervey does not have information or
9 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
10 denies each and every allegation contained in such paragraph.

11 30. Answering the allegations contained in paragraph 30 of the Complaint, Hervey
12 admits that Marvell's common stock traded on the NASDAQ under the ticker symbol "MRVL"
13 while Hervey was employed by Marvell. Except as expressly admitted herein, Hervey does not
14 have information or belief sufficient to enable him to answer the allegations contained therein,
15 and, on that ground, denies each and every allegation contained in such paragraph.

16 31. Answering the allegations contained in paragraph 31 of the Complaint, Hervey
17 admits that he understands that Sutardja and his wife co-founded Marvell. Hervey admits that he
18 understands that Sutardja was Marvell's President and CEO during the period of time Hervey was
19 employed by Marvell. Hervey admits that he understands that Sutardja became the Company's
20 sole Chairman at some point during the period of time when Hervey was employed by Marvell.
21 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
22 enable him to answer the allegations contained therein, and, on that ground, denies each and every
23 allegation contained in such paragraph.

24 32. Answering the allegations contained in paragraph 32 of the Complaint, Hervey
25 admits that he understands that Dai was a Director of the Company during the period of time that
26 Hervey was employed by Marvell. Hervey admits that he understands that Dai was Executive
27 Vice President during some period of time that Hervey worked for Marvell. Hervey admits that he

1 understands that Dai was promoted to Executive Vice President and General Manager of the
2 Communications Business Group during some period of time while Hervey worked for Marvell.
3 Hervey admits that he understands that Dai became the COO for Marvell during some period of
4 time that Hervey worked for Marvell. Except as expressly admitted herein, Hervey does not have
5 information or belief sufficient to enable him to answer the allegations contained therein, and, on
6 that ground, denies each and every allegation contained in such paragraph.

7 33. Answering the allegations contained in paragraph 33 of the Complaint, Hervey
8 admits that, it is his understanding that, for a period of time while Hervey was employed by
9 Marvell, Sutardja and Dai were the sole members of Marvell's Stock Option Committee. Except
10 as expressly admitted herein, Hervey does not have information or belief sufficient to enable him
11 to answer the allegations contained therein, and, on that ground, denies each and every allegation
12 contained in such paragraph.

13 34. Answering the allegations contained in paragraph 34 of the Complaint, Hervey
14 admits that, the Company's Form 10-K for the fiscal year ended January 27, 2007 filed with the
15 SEC on or about July 2, 2007 (the "Restatement") contains the language that is block quoted in
16 paragraph 34 of the Complaint. Hervey states that the Restatement speaks for itself. Except as
17 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
18 answer the allegations contained therein, and, on that ground, denies each and every allegation
19 contained in such paragraph.

20 35. Answering the allegations contained in paragraph 35 of the Complaint, Hervey
21 admits that he was Marvell's Vice President of Finance and CFO from April 2000 through
22 May 2, 2007, when he resigned. Hervey admits that, following his resignation, in accordance with
23 Marvell's stock option plan, the vesting on stock options previously awarded to him ceased.
24 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
25 enable him to answer the allegations contained therein, and, on that ground, denies each and every
26 allegation contained in such paragraph.

1 36. Answering the allegations contained in paragraph 36 of the Complaint, Hervey
2 notes that this paragraph contains Plaintiffs' characterizations of the Restatement to which no
3 response is required. Except as expressly admitted herein, Hervey denies each and every
4 allegation contained in such paragraph.

5 37. Answering the allegations contained in paragraph 37 of the Complaint, Hervey
6 admits that any Sarbanes-Oxley certifications signed by Hervey certified what was set forth in
7 such certifications, and that these certifications describe Hervey's responsibility with respect to
8 Marvell's internal controls and disclosure controls and procedures. Except as expressly admitted
9 herein, Hervey does not have information or belief sufficient to enable him to answer the
10 allegations contained therein, and, on that ground, denies each and every allegation contained in
11 such paragraph.

12 38. Answering the allegations contained in paragraph 38 of the Complaint, Hervey
13 admits that, at times, the Complaint appears to collectively refer to Sutardja, Dai, and Hervey as
14 the "Individual Defendants." Except as expressly admitted herein, Hervey denies each and every
15 allegation contained in such paragraph.

16 39. Answering the allegations contained in paragraph 39 of the Complaint, Hervey
17 understands that Cioffi was a director of Marvell during at least some period of time that Hervey
18 was employed by Marvell. Hervey understands that Cioffi was a member and Chairman of the
19 Company's Executive Compensation Committee during at least some period of time that Hervey
20 was employed by Marvell. Except as expressly admitted herein, Hervey does not have
21 information or belief sufficient to enable him to answer the allegations contained therein, and, on
22 that ground, denies each and every allegation contained in such paragraph.

23 40. Answering the allegations contained in paragraph 40 of the Complaint, Hervey
24 notes that this paragraph contains certain legal conclusions and characterizations as to which no
25 response is required. Hervey admits that, as a Chief Financial Officer for Marvell, he had a duty
26 to provide accurate and truthful information regarding the Company. Except as expressly
27 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the

1 allegations contained therein, and, on that ground, denies each and every allegation contained in
2 such paragraph.

3 41. Answering the allegations contained in paragraph 41 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Hervey does not have information or belief sufficient to enable him to
6 answer the remaining allegations contained therein, and, on that ground, denies each and every
7 allegation contained in such paragraph.

8 42. Answering the allegations contained in paragraph 42 of the Complaint, Hervey
9 does not have information or belief sufficient to enable him to answer the allegations contained
10 therein, and, on that ground, denies each and every allegation contained in such paragraph.

11 43. Answering the allegations contained in paragraph 43 of the Complaint, Hervey
12 notes that this paragraph contains certain legal conclusions and characterizations as to which no
13 response is required. Hervey does not have information or belief sufficient to enable him to
14 answer the remaining allegations contained therein, and, on that ground, denies each and every
15 allegation contained in such paragraph.

16 44. Answering the allegations contained in paragraph 44 of the Complaint, Hervey
17 admits that, throughout the Class Period, he believes Marvell common stock was traded on the
18 NASDAQ. Except as expressly admitted herein, Hervey does not have information or belief
19 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
20 each and every allegation contained in such paragraph.

21 45. Answering the allegations contained in paragraph 45 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 46. Answering the allegations contained in paragraph 46 of the Complaint, Hervey
25 does not have information or belief sufficient to enable him to answer the allegations contained
26 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 47. Answering the allegations contained in paragraph 47 of the Complaint, Hervey
2 notes that this paragraph contains certain legal conclusions and characterizations as to which no
3 response is required. Hervey does not have information or belief sufficient to enable him to
4 answer the remaining allegations contained therein, and, on that ground, denies each and every
5 allegation contained in such paragraph.

6 48. Answering the allegations contained in paragraph 48 of the Complaint, Hervey
7 does not have information or belief sufficient to enable him to answer the allegations contained
8 therein, and, on that ground, denies each and every allegation contained in such paragraph.

9 49. Answering the allegations contained in paragraph 49 of the Complaint, Hervey
10 does not have information or belief sufficient to enable him to answer the allegations contained
11 therein, and, on that ground, denies each and every allegation contained in such paragraph.

12 50. Answering the allegations contained in paragraph 50 of the Complaint, Hervey
13 does not have information or belief sufficient to enable him to answer the allegations contained
14 therein, and, on that ground, denies each and every allegation contained in such paragraph.

15 51. Answering the allegations contained in paragraph 51 of the Complaint, Hervey
16 admits that he understands that publicly traded companies may, under certain circumstances,
17 award their employees stock option grants. Hervey admits that he understands that a stock option
18 grant may give an employee the right to purchase shares of a company at a specific price on or
19 after a specific date. Except as expressly admitted herein, Hervey does not have information or
20 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
21 denies each and every allegation contained in such paragraph.

22 52. Answering the allegations contained in paragraph 52 of the Complaint, Hervey
23 states that this paragraph contains allegations regarding hypothetical situations as to which no
24 response is required. Hervey does not have information or belief sufficient to enable him to
25 answer the remaining allegations contained therein, and, on that ground, denies each and every
26 allegation contained in such paragraph.

1 53. Answering the allegations contained in paragraph 53 of the Complaint, Hervey
2 does not have information or belief sufficient to enable him to answer the allegations contained
3 therein, and, on that ground, denies each and every allegation contained in such paragraph.

4 54. Answering the allegations contained in paragraph 54 of the Complaint, Hervey
5 admits that, at the time Marvell granted the stock options referenced in the Complaint, the
6 Company accounted for non-statutory stock option grants pursuant to Accounting Principles
7 Bulletin 25 ("APB 25"). Hervey states that APB 25 speaks for itself. Except as expressly
8 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
9 allegations contained therein, and, on that ground, denies each and every allegation contained in
10 such paragraph.

11 55. Answering the allegations contained in paragraph 55 of the Complaint, Hervey
12 notes that this paragraph contains certain legal conclusions and characterizations as to which no
13 response is required. Hervey does not have information or belief sufficient to enable him to
14 answer the remaining allegations contained therein, and, on that ground, denies each and every
15 allegation contained in such paragraph.

16 56. Answering the allegations contained in paragraph 56 of the Complaint, Hervey
17 notes that this paragraph contains certain legal conclusions and characterizations as to which no
18 response is required. Hervey does not have information or belief sufficient to enable him to
19 answer the remaining allegations contained therein, and, on that ground, denies each and every
20 allegation contained in such paragraph.

21 57. Answering the allegations contained in paragraph 57 of the Complaint, Hervey
22 notes that this paragraph contains certain hypotheticals, legal conclusions and characterizations as
23 to which no response is required. Hervey does not have information or belief sufficient to enable
24 him to answer the remaining allegations contained therein, and, on that ground, denies each and
25 every allegation contained in such paragraph.

26 58 Answering the allegations contained in paragraph 58 of the Complaint, Hervey
27 notes that this paragraph contains certain legal conclusions and characterizations as to which no

1 response is required. Hervey does not have information or belief sufficient to enable him to
2 answer the remaining allegations contained therein, and, on that ground, denies each and every
3 allegation contained in such paragraph.

4 59. Answering the allegations contained in paragraph 59 of the Complaint, Hervey
5 notes that this paragraph contains certain legal conclusions and characterizations as to which no
6 response is required. Hervey does not have information or belief sufficient to enable him to
7 answer the remaining allegations contained therein, and, on that ground, denies each and every
8 allegation contained in such paragraph.

9 60. Answering the allegations contained in paragraph 60 of the Complaint, Hervey
10 notes that this paragraph contains certain legal conclusions and characterizations as to which no
11 response is required. Hervey does not have information or belief sufficient to enable him to
12 answer the remaining allegations contained therein, and, on that ground, denies each and every
13 allegation contained in such paragraph.

14 61. Answering the allegations contained in paragraph 61 of the Complaint, Hervey
15 notes that this paragraph contains certain legal conclusions and characterizations as to which no
16 response is required. Hervey admits that the language attributed to Christopher Cox in paragraph
17 61 of the Complaint is contained in a publicly available document entitled "Testimony Concerning
18 Options Backdating," dated September 6, 2006. Except as expressly admitted herein, Hervey does
19 not have information or belief sufficient to enable him to answer the allegations contained therein,
20 and, on that ground, denies each and every allegation contained in such paragraph.

21 62. Answering the allegations contained in paragraph 62 of the Complaint, Hervey
22 admits that the language quoted in paragraph 62 of the Complaint is contained in a document
23 entitled "Speech by SEC Chairman: Remarks at Press Conference on Actions Against Brocade
24 Communications Systems by Chairman Christopher Cox." Except as expressly admitted herein,
25 Hervey does not have information or belief sufficient to enable him to answer the allegations
26 contained therein, and, on that ground, denies each and every allegation contained in such
27 paragraph.

1 63. Answering the allegations contained in paragraph 63 of the Complaint, Hervey
2 admits that a publicly available press release entitled “Grassley Takes Aim At Stock Options
3 Backdating, Executive Compensation Tax Loophole” contains the language attributed to Senator
4 Chuck Grassley in paragraph 63 of the Complaint. Except as expressly admitted herein, Hervey
5 does not have information or belief sufficient to enable him to answer the allegations contained
6 therein, and, on that ground, denies each and every allegation contained in such paragraph.

7 64. Answering the allegations contained in paragraph 64 of the Complaint, Hervey
8 admits that a publicly available document entitled “Five More Companies Show Questionable
9 Options Pattern” contains the language attributed to Arthur Levitt in paragraph 64 of the
10 Complaint. Except as expressly admitted herein, Hervey does not have information or belief
11 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
12 each and every allegation contained in such paragraph.

13 65. Answering the allegations contained in paragraph 65 of the Complaint, Hervey
14 admits that a publicly available document entitled “Lessons of the stock options scandal” contains
15 the language attributed to Former SEC Chairman Harvey Pitt in paragraph 65 of the Complaint.
16 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
17 enable him to answer the allegations contained therein, and, on that ground, denies each and every
18 allegation contained in such paragraph.

19 66. Answering the allegations contained in paragraph 66 of the Complaint, Hervey
20 notes that this paragraph contains certain legal conclusions and characterizations as to which no
21 response is required. Hervey does not have information or belief sufficient to enable him to
22 answer the remaining allegations contained therein, and, on that ground, denies each and every
23 allegation contained in such paragraph.

24 67. Answering the allegations contained in paragraph 67 of the Complaint, Hervey
25 admits that Marvell’s Form 10-K for the fiscal year ended January 31, 2004 (“2004 Form 10-K”)
26 filed with the SEC on April 13, 2004, p.81 n.8 provides that “[i]n April 1995, the Company
27 adopted the 1995 Stock Option Plan.” Hervey admits that Marvell’s Form 10-Q filed with the

1 SEC on or about September 15, 2003 includes as Exhibit 10.20: Amended and Restated Stock
2 Option Plan. Except as expressly admitted herein, Hervey does not have information or belief
3 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
4 each and every allegation contained in such paragraph

5 68. Answering the allegations contained in paragraph 68 of the Complaint, Hervey
6 admits that paragraph 21 of the Stock Option Plan (“SOP”) contains a definition of
7 “Administrator” as “the Board or a committee appointed by the Board under Section 4.” Hervey
8 admits that paragraph 4(a) of the SOP provides, among other things, that “[o]nce appointed, a
9 Committee shall serve until otherwise directed by the Board.” Hervey admits that paragraph
10 4(c)(i-vii) of the SOP sets forth certain authority of the Administrator. Except as expressly
11 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
12 allegations contained therein, and, on that ground, denies each and every allegation contained in
13 such paragraph.

14 69. Answering the allegations contained in paragraph 69 of the Complaint, Hervey
15 states that the SOP speaks for itself. Except as expressly admitted herein, Hervey does not have
16 information or belief sufficient to enable him to answer the allegations contained therein, and, on
17 that ground, denies each and every allegation contained in such paragraph.

18 70. Answering the allegations contained in paragraph 70 of the Complaint, Hervey
19 admits that paragraph 21 of the SOP contains the definition of “Fair Market Value” that is quoted
20 in paragraph 70 of the Complaint. Hervey states that the SOP speaks for itself. Except as
21 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
22 answer the allegations contained therein, and, on that ground, denies each and every allegation
23 contained in such paragraph.

24 71. Answering the allegations contained in paragraph 71 of the Complaint, Hervey
25 notes that this paragraph contains certain characterizations of Marvell’s Proxy Statements as to
26 which no response is required. Hervey does not have information or belief sufficient to enable
27

1 him to answer the remaining allegations contained therein, and, on that ground, denies each and
2 every allegation contained in such paragraph.

3 72. Answering the allegations contained in paragraph 72 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Hervey admits that the Company's Proxy Statement Pursuant To Section
6 14(a) of the Securities Exchange Act of 1934, dated April 29, 2005 (the "2005 Proxy"), contains
7 the language quoted in paragraph 72 of the Complaint. Hervey states that the 2005 Proxy speaks
8 for itself. Except as expressly admitted herein, Hervey does not have information or belief
9 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
10 each and every allegation contained in such paragraph.

11 73. Answering the allegations contained in paragraph 73 of the Complaint, Hervey
12 notes that this paragraph contains certain legal conclusions and characterizations as to which no
13 response is required. Hervey notes that Marvell's Proxy Statements speak for themselves.
14 Hervey does not have information or belief sufficient to enable him to answer the remaining
15 allegations contained therein, and, on that ground, denies each and every allegation contained in
16 such paragraph.

17 74. Answering the allegations contained in paragraph 74 of the Complaint, Hervey
18 notes that this paragraph contains certain legal conclusions and characterizations as to which no
19 response is required. Hervey does not have information or belief sufficient to enable him to
20 answer the remaining allegations contained therein, and, on that ground, denies each and every
21 allegation contained in such paragraph.

22 75. Answering the allegations contained in paragraph 75 of the Complaint, Hervey
23 admits that, the 2005 Proxy contains the language quoted in paragraph 75 of the Complaint.
24 Hervey notes that the 2005 Proxy speaks for itself. Except as expressly admitted herein, Hervey
25 does not have information or belief sufficient to enable him to answer the allegations contained
26 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 76. Answering the allegations contained in paragraph 76 of the Complaint, Hervey
2 admits that the Company's Restatement contains the language quoted in paragraph 76 of the
3 Complaint. Hervey notes that Restatement and Marvell's Proxy Statements speak for themselves.
4 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
5 enable him to answer the allegations contained therein, and, on that ground, denies each and every
6 allegation contained in such paragraph.

7 77. Answering the allegations contained in paragraph 77 of the Complaint, Hervey
8 admits that the Proxy Statements that the Company filed with the SEC on May 21, 2001 ("2001
9 Proxy"), May 17, 2002 ("2002 Proxy"), May 23, 2003 ("2003 Proxy"), April 26, 2004 ("2004
10 Proxy"), April 29, 2005 ("2005 Proxy") and May 8, 2006 ("2006 Proxy") referenced that the
11 Company's Stock Option Committee consisted of Sutardja and Dai. Hervey states that Marvell's
12 Proxy Statements speak for themselves. Except as expressly admitted herein, Hervey does not
13 have information or belief sufficient to enable him to answer the allegations contained therein,
14 and, on that ground, denies each and every allegation contained in such paragraph.

15 78. Answering the allegations contained in paragraph 78 of the Complaint, Hervey
16 admits that the 2001 Proxy states: "The Stock Option Committee held five meetings during the
17 period from its inception in December 2000 through the end of the Company's 2001 fiscal year."
18 Hervey admits that the 2002 Proxy states: "The Stock Option Committee held nine meetings
19 during fiscal 2002." Hervey admits that the 2003 Proxy states: "[t]he Stock Option Committee
20 held five meetings during fiscal 2003." Hervey admits that the 2004 Proxy states: "[t]he Stock
21 Option Committee held nine meetings during fiscal 2004." Hervey admits that the 2005 Proxy
22 states: "[t]he Stock Option Committee held 11 meetings during fiscal 2005." Hervey admits that
23 the 2006 Proxy states: "Number of Meetings in Fiscal 2006: 14." Hervey states that Marvell's
24 Proxy Statements speak for themselves. Except as expressly admitted herein, Hervey does not
25 have information or belief sufficient to enable him to answer the allegations contained therein,
26 and, on that ground, denies each and every allegation contained in such paragraph.

1 79. Answering the allegations contained in paragraph 79 of the Complaint, Hervey
2 admits that he understood that, during at least a period of time that he was employed by Marvell,
3 that the Executive Compensation Committee had the authority to approve salaries and bonuses and
4 other compensation matters for the Company's executive officers. Hervey admits that the 2001
5 Proxy and 2002 Proxy state: "The Compensation Committee has the authority to approve salaries
6 and bonuses and other compensation matters for the Company's executive officers and
7 consultants, to approve employee health and benefit plans and to administer its stock option
8 plans." Hervey admits the 2003 Proxy states: "The Compensation Committee has the authority to
9 approve salaries and bonuses and other compensation matters for the Company's executive
10 officers, to approve employee health and benefit plans and to administer its stock option plans."
11 Hervey admits that the 2004 Proxy and 2005 Proxy state: "The Executive Compensation
12 Committee has the authority to approve salaries and bonuses and other compensation matters for
13 the Company's executive officers, to approve employee health and benefit plans and to administer
14 the Company's stock option plans." Hervey admits that 2006 Proxy states: "The Executive
15 Compensation Committee has the authority to approve salaries and bonuses and other
16 compensation matters for the Company's executive officers, assists the Board of Directors in
17 developing and evaluating potential candidates for any executive officer position and administers
18 executive officer compensation within the terms of any applicable Company compensation plans."
19 Hervey admits that the 2004 Proxy states: "In fiscal year 2004, the Executive Compensation
20 Committee granted Dr. Sehat Sutardja options to purchase 1,500,000 shares of the Company's
21 Common Stock. In determining the size of this grant, the Executive Compensation Committee
22 considered prior stock option grants to Dr. Sutardja by the Company and the stock option awards
23 granted to chief executive officers of comparable companies in the Company's industry." Hervey
24 states that Marvell's Proxy Statements speak for themselves. Except as expressly admitted herein,
25 Hervey does not have information or belief sufficient to enable him to answer the allegations
26 contained therein, and, on that ground, denies each and every allegation contained in such
27 paragraph.

1 80. Answering the allegations contained in paragraph 80 of the Complaint, Hervey
2 Hervey admits that the 2001 Proxy states: “The Stock Option Committee held five meetings
3 during the period from its inception in December 2000 through the end of the Company’s 2001
4 fiscal year.” Hervey admits that the 2002 Proxy states: “The Stock Option Committee held nine
5 meetings during fiscal 2002.” Hervey admits that the 2003 Proxy states: “[t]he Stock Option
6 Committee held five meetings during fiscal 2003.” Hervey admits that the 2004 Proxy states:
7 “[t]he Stock Option Committee held nine meetings during fiscal 2004.” Hervey admits that the
8 2005 Proxy states: “[t]he Stock Option Committee held 11 meetings during fiscal 2005.” Hervey
9 admits that the 2006 Proxy states: “Number of Meetings in Fiscal 2006: 14.” Hervey states that
10 Marvell’s Proxy Statements speak for themselves. Except as expressly admitted herein, Hervey
11 does not have information or belief sufficient to enable him to answer the allegations contained
12 therein, and, on that ground, denies each and every allegation contained in such paragraph.

13 81. Answering the allegations contained in paragraph 81 of the Complaint, Hervey
14 states the Merrill Lynch report speaks for itself. Hervey does not have information or belief
15 sufficient to enable him to answer the remaining allegations contained therein, and, on that
16 ground, denies each and every allegation contained in such paragraph.

17 82. Answering the allegations contained in paragraph 82 of the Complaint, Hervey
18 states the Merrill Lynch report speaks for itself. Hervey does not have information or belief
19 sufficient to enable him to answer the remaining allegations contained therein, and, on that
20 ground, denies each and every allegation contained in such paragraph.

21 83. Answering the allegations contained in paragraph 83 of the Complaint, Hervey
22 admits that publicly available information reflects that the closing price of Marvell’s common
23 stock on May 19, 2006 was \$28.11, and that the closing price of Marvell’s common stock on
24 May 22, 2006 was \$26.50. Except as expressly admitted herein, Hervey does not have
25 information or belief sufficient to enable him to answer the allegations contained therein, and, on
26 that ground, denies each and every allegation contained in such paragraph.

1 84. Answering the allegations contained in paragraph 84 of the Complaint, Hervey
2 admits that the Company's Form 8-K, filed on or about July 3, 2006, stated the Company "has
3 received a letter of informal inquiry from the Securities and Exchange Commission requesting
4 certain documents relating to the Company's stock option grants and practices. The Company has
5 also received a grand jury subpoena from the office of the United States Attorney for the Northern
6 District of California requesting substantially similar documents. The Company intends to
7 cooperate fully with both requests. At the direction of the Company's Board of Directors, a
8 special committee of the Board has commenced an internal review, assisted by outside legal
9 counsel, relating to past stock option grants, the timing of such grants and related accounting
10 matters." Hervey states the Form 8-K speaks for itself. Except as expressly admitted herein,
11 Hervey does not have information or belief sufficient to enable him to answer the allegations
12 contained therein, and, on that ground, denies each and every allegation contained in such
13 paragraph.

14 85. Answering the allegations contained in paragraph 85 of the Complaint, Hervey
15 admits that publicly available information reflects that Marvell's common stock closed at \$22.42
16 on July 3, 2006, and closed at \$20.66 on July 5, 2006. Except as expressly admitted herein,
17 Hervey does not have information or belief sufficient to enable him to answer the allegations
18 contained therein, and, on that ground, denies each and every allegation contained in such
19 paragraph.

20 86. Answering the allegations contained in paragraph 86 of the Complaint, Hervey
21 admits that Marvell's Form 8-K filed with the SEC on or about August 17, 2006, contains the
22 language quoted in paragraph 86 of the Complaint. Except as expressly admitted herein, Hervey
23 does not have information or belief sufficient to enable him to answer the allegations contained
24 therein, and, on that ground, denies each and every allegation contained in such paragraph.

25 87. Answering the allegations contained in paragraph 87 of the Complaint, Hervey
26 admits that publicly available information indicates that the closing price of Marvell's common
27 stock on August 17, 2006 was \$20.48, and that the closing price of Marvell's common stock on

1 August 18, 2006 was \$19.05. Except as expressly admitted herein, Hervey does not have
2 information or belief sufficient to enable him to answer the allegations contained therein, and, on
3 that ground, denies each and every allegation contained in such paragraph.

4 88. Answering the allegations contained in paragraph 88 of the Complaint, Hervey
5 admits that publicly available information reflects that Marvell issued a press release on
6 October 2, 2006 containing the language quoted in paragraph 88 of the Complaint. Hervey states
7 the press release speaks for itself. Except as expressly admitted herein, Hervey does not have
8 information or belief sufficient to enable him to answer the allegations contained therein, and, on
9 that ground, denies each and every allegation contained in such paragraph.

10 89. Answering the allegations contained in paragraph 89 of the Complaint, Hervey
11 admits that the closing price of Marvell's common stock on October 2, 2006 was \$19.09, and the
12 closing price of Marvell's common stock on October 3, 2006 was \$16.80. Except as expressly
13 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
14 allegations contained therein, and, on that ground, denies each and every allegation contained in
15 such paragraph.

16 90. Answering the allegations contained in paragraph 90 of the Complaint, Hervey
17 admits that the language quoted in paragraph 90 of the Complaint is contained in Marvell's Form
18 8-K filed with the SEC on or about January 4, 2007. Hervey states the Form 8-K speaks for itself.
19 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
20 enable him to answer the allegations contained therein, and, on that ground, denies each and every
21 allegation contained in such paragraph.

22 91. Answering the allegations contained in paragraph 91 of the Complaint, Hervey
23 admits that information contained in the chart in paragraph 91 of the Complaint is included in the
24 Company's Form 8-K filed with the SEC on or about January 4, 2007. Hervey states the Form
25 8-K speaks for itself. Except as expressly admitted herein, Hervey does not have information or
26 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
27 denies each and every allegation contained in such paragraph.

1 92. Answering the allegations contained in paragraph 92 of the Complaint, Hervey
2 admits that the Company's Form 8-K filed with the SEC on or about January 4, 2007 states that
3 Sutardja, Dai and Hervey agreed to reform their stock option agreements. Hervey admits that the
4 Company's Form 8-K filed with the SEC on or about January 4, 2007 states that Hervey agreed to
5 return \$615,673. Hervey states the Form 8-K speaks for itself. Except as expressly admitted
6 herein, Hervey does not have information or belief sufficient to enable him to answer the
7 allegations contained therein, and, on that ground, denies each and every allegation contained in
8 such paragraph.

9 93. Answering the allegations contained in paragraph 93 of the Complaint, Hervey
10 admits that, following his resignation, in accordance with Marvell's stock option plan, the vesting
11 on stock options previously awarded to him ceased. Except as expressly admitted herein, Hervey
12 does not have information or belief sufficient to enable him to answer the allegations contained
13 therein, and, on that ground, denies each and every allegation contained in such paragraph.

14 94. Answering the allegations contained in paragraph 94 of the Complaint, Hervey
15 admits that the Company's Form 8-K filed with the SEC on or about April 24, 2007 states that on
16 April 20, 2007, "the Company was informed that the SEC is now conducting a formal
17 investigation" regarding the Company's stock option grants and practices. Hervey states the Form
18 8-K speaks for itself. Except as expressly admitted herein, Hervey does not have information or
19 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
20 denies each and every allegation contained in such paragraph.

21 95. Answering the allegations contained in paragraph 95 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 96. Answering the allegations contained in paragraph 96 of the Complaint, Hervey
25 admits that publicly available information indicates that the Company filed a Form 10-K with the
26 SEC on or about July 2, 2007 (the "Restatement"). Hervey admits that the Restatement states:
27 "[o]n May 25, 2006, the Board appointed a committee, chaired by and consisting solely of an

1 independent and disinterested member of the Audit Committee who had no prior involvement in
2 the stock option process, to conduct the internal review of [the Company's] historical stock option
3 practices and related accounting matters. This committee retained outside legal counsel at the
4 time to assist with this internal review. In June and July 2006, this committee identified various
5 stock option grants as having been potentially selected with the benefit of hindsight." Hervey
6 states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does not
7 have information or belief sufficient to enable him to answer the allegations contained therein,
8 and, on that ground, denies each and every allegation contained in such paragraph.

9 97. Answering the allegations contained in paragraph 97 of the Complaint, Hervey
10 admits that the Restatement states that on July 19, 2006, the Board "appointed a successor special
11 committee, titled the Special Committee Regarding Derivative Litigation, to assume responsibility
12 for the stock option review and to evaluate and address matters raised by the derivative action (the
13 "Special Committee"). The same independent director continued as the sole member of the
14 Special Committee and, after consideration of a number of firms, selected new, independent
15 counsel to represent the Special Committee. The Special Committee subsequently retained a
16 second independent law firm (collectively "Independent Counsel"). Independent Counsel retained
17 forensic accounting experts to assist in the internal review." Hervey states the Restatement speaks
18 for itself. Except as expressly admitted herein, Hervey does not have information or belief
19 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
20 each and every allegation contained in such paragraph.

21 98. Answering the allegations contained in paragraph 98 of the Complaint, Hervey
22 admits that the Restatement states that "[o]n March 30, 2007, the independent director resigned
23 from the Special Committee and the Board appointed two independent non-director members to
24 the Special Committee to continue the review of [the Company's] historical stock option practices
25 and related accounting matters...As a result, the Special Committee thereafter consisted of two
26 non-directors." Hervey states the Restatement speaks for itself. Except as expressly admitted
27 herein, Hervey does not have information or belief sufficient to enable him to answer the

1 allegations contained therein, and, on that ground, denies each and every allegation contained in
2 such paragraph.

3 99. Answering the allegations contained in paragraph 99 of the Complaint, Hervey
4 admits that publicly available information indicates that the Company filed its Restatement with
5 the SEC on or about July 2, 2007. Hervey admits that the Restatement references findings of the
6 Special Committee regarding its review of the Company's historical stock option practices and
7 related accounting matters. Hervey admits that the Restatement states that "Ms. Dai participated
8 in the selection of grant dates with the benefit of hindsight . . ." Hervey states the Restatement
9 speaks for itself. Except as expressly admitted herein, Hervey does not have information or belief
10 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
11 each and every allegation contained in such paragraph.

12 100. Answering the allegations contained in paragraph 100 of the Complaint, Hervey
13 admits that the Restatement states that "the Stock Option Committee conducted no meetings with
14 respect to option grants and that minutes reflecting such meetings were false." Except as
15 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
16 answer the allegations contained therein, and, on that ground, denies each and every allegation
17 contained in such paragraph.

18 101. Answering the allegations contained in paragraph 101 of the Complaint, Hervey
19 admits that the Restatement states that "[o]f the 59 minutes of meetings of the Stock Option
20 Committee, all of which were prepared by or under the direction of the former General Counsel of
21 MSI, only the first set of minutes were separately prepared for each member's signature and
22 signed by each of them; subsequently the minutes were only prepare for one member to sign, and
23 only one member signed those minutes." Hervey states the Restatement speaks for itself. Except
24 as expressly admitted herein, Hervey does not have information or belief sufficient to enable him
25 to answer the allegations contained therein, and, on that ground, denies each and every allegation
26 contained in such paragraph.

1 102. Answering the allegations contained in paragraph 102 of the Complaint, Hervey
2 admits that the Restatement states that “in a substantial number of instances grant dates were
3 chosen with the benefit of hindsight, so as to provide exercise prices lower than the fair market
4 value on the actual measurement date.” Hervey admits that the Restatement states that “false
5 documentation supporting new hires was employed to reflect start dates that preceded the actual
6 first day of employment and to reflect secondary grant authorization as if they occurred on dates
7 prior to the original grant date, which facilitated giving the employees favorable prices.” Hervey
8 admits that the Restatement states: “Weili Dai . . . played a central role in all Stock Option
9 Committee grants. Ms. Dai participated in the selection of grant dates with the benefit of
10 hindsight and signed false minutes and other relate corporate documents. The Special Committee
11 also found that she failed to establish proper internal controls and failed to exercise proper review
12 and inquiry as an officer. Certain individuals involved in the process said that they did not feel
13 able to provide her with frank advice. She signed inaccurate external documents, including 10-K’s
14 and proxy statements” Hervey states the Restatement speaks for itself. Except as expressly
15 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
16 allegations contained therein, and, on that ground, denies each and every allegation contained in
17 such paragraph.

18 103. Answering the allegations contained in paragraph 103 of the Complaint, Hervey
19 admits the Restatement states that “Weili Dai . . . played a central role in all Stock Option
20 Committee grants. Ms. Dai participated in the selection of grant dates with the benefit of
21 hindsight and signed false minutes and other relate corporate documents. The Special Committee
22 also found that she failed to establish proper internal controls and failed to exercise proper review
23 and inquiry as an officer. Certain individuals involved in the process said that they did not feel
24 able to provide her with frank advice. She signed inaccurate external documents, including 10-K’s
25 and proxy statements.” Hervey states the Restatement speaks for itself. Except as expressly
26 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
27

1 allegations contained therein, and, on that ground, denies each and every allegation contained in
2 such paragraph.

3 104. Answering the allegations contained in paragraph 104 of the Complaint, Hervey
4 admits that the Restatement states that “[Sutardja] was found to have had a limited role in the
5 stock option process and to have participated in only a few instances in awards with incorrect
6 measurement dates with respect to which he had received no or inadequate advice. He signed
7 inaccurate external documents, including [the Company’s] SEC filings, financial statements, and
8 proxy statements. The Special Committee found that he failed to establish proper internal controls
9 and that certain individuals involved in the process to some extent did not feel able to provide him
10 with frank advice.” Hervey states the Restatement speaks for itself. Except as expressly admitted
11 herein, Hervey does not have information or belief sufficient to enable him to answer the
12 allegations contained therein, and, on that ground, denies each and every allegation contained in
13 such paragraph.

14 105. Answering the allegations contained in paragraph 105 of the Complaint, Hervey
15 admits that the Restatement states that Hervey “was found to have been aware of awarding options
16 to two employees prior to their start date.” Hervey states the Restatement speaks for itself.
17 Except as expressly admitted herein, Hervey denies each and every allegation contained in such
18 paragraph.

19 106. Answering the allegations contained in paragraph 106 of the Complaint, Hervey
20 admits that the Restatement states that “Mr. Hervey also was found to have been aware of
21 awarding options to two employees prior to their start date. He also failed to establish a system of
22 proper controls despite being on notice of repeated concerns raised by others regarding the stock
23 option process. He signed inaccurate external documents, including [the Company’s] SEC filings
24 and financial statements.” Hervey states the Restatement speaks for itself. Except as expressly
25 admitted herein, Hervey denies each and every allegation contained in such paragraph.

26 107. Answering the allegations contained in paragraph 107 of the Complaint, Hervey
27 admits that the Restatement states that “Approximately 74% of shares granted [between June 2000

1 and June 2006] were backdated or resulted in additional accounting charges. Of these re-
2 measured grants, the stock prices on the original grant date were lower than the prices on the
3 appropriate measurement dates for 97% if such shares.” Hervey states the Restatement speaks for
4 itself. Except as expressly admitted herein, Hervey does not have information or belief sufficient
5 to enable him to answer the allegations contained therein, and, on that ground, denies each and
6 every allegation contained in such paragraph.

7 108. Answering the allegations contained in paragraph 108 of the Complaint, Hervey
8 admits that the language quoted in paragraph 108 of the Complaint is contained in the
9 Restatement. Hervey states the Restatement speaks for itself. Except as expressly admitted
10 herein, Hervey does not have information or belief sufficient to enable him to answer the
11 allegations contained therein, and, on that ground, denies each and every allegation contained in
12 such paragraph.

13 109. Answering the allegations contained in paragraph 109 of the Complaint, Hervey
14 admits that the Restatement states: “Since our inception, 3,819,000 options were granted to 13
15 recipients who were not employees or directors. These grants were erroneously accounted for
16 under APB 25 as if they had been made to employees.” Hervey states the Restatement speaks for
17 itself. Except as expressly admitted herein, Hervey does not have information or belief sufficient
18 to enable him to answer the allegations contained therein, and, on that ground, denies each and
19 every allegation contained in such paragraph.

20 110. Answering the allegations contained in paragraph 110 of the Complaint, Hervey
21 generally and specifically denies each and every allegation contained in such paragraph that is
22 directed against Hervey. With respect to allegations directed against defendants other than
23 Hervey, or otherwise, Hervey does not have information or belief sufficient to enable him to
24 answer the allegations contained therein, and, on that ground, denies each and every allegation
25 contained in such paragraph.

1 111. Answering the allegations contained in paragraph 111 of the Complaint, Hervey
2 does not have information or belief sufficient to enable him to answer the allegations contained
3 therein, and, on that ground, denies each and every allegation contained in such paragraph.

4 112. Answering the allegations contained in paragraph 112 of the Complaint, Hervey
5 does not have information or belief sufficient to enable him to answer the allegations contained
6 therein, and, on that ground, denies each and every allegation contained in such paragraph.

7 113. Answering the allegations contained in paragraph 113 of the Complaint, Hervey
8 does not have information or belief sufficient to enable him to answer the allegations contained
9 therein, and, on that ground, denies each and every allegation contained in such paragraph.

10 114. Answering the allegations contained in paragraph 114 of the Complaint, Hervey
11 does not have information or belief sufficient to enable him to answer the allegations contained
12 therein, and, on that ground, denies each and every allegation contained in such paragraph.

13 115. Answering the allegations contained in paragraph 115 of the Complaint, Hervey
14 does not have information or belief sufficient to enable him to answer the allegations contained
15 therein, and, on that ground, denies each and every allegation contained in such paragraph.

16 116. Answering the allegations contained in paragraph 116 of the Complaint, Hervey
17 does not have information or belief sufficient to enable him to answer the allegations contained
18 therein, and, on that ground, denies each and every allegation contained in such paragraph.

19 117. Answering the allegations contained in paragraph 117 of the Complaint, Hervey
20 does not have information or belief sufficient to enable him to answer the allegations contained
21 therein, and, on that ground, denies each and every allegation contained in such paragraph.

22 118. Answering the allegations contained in paragraph 118 of the Complaint, Hervey
23 does not have information or belief sufficient to enable him to answer the allegations contained
24 therein, and, on that ground, denies each and every allegation contained in such paragraph.

25 119. Answering the allegations contained in paragraph 119 of the Complaint, Hervey
26 does not have information or belief sufficient to enable him to answer the allegations contained
27 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 120. Answering the allegations contained in paragraph 120 of the Complaint, Hervey
2 does not have information or belief sufficient to enable him to answer the allegations contained
3 therein, and, on that ground, denies each and every allegation contained in such paragraph.

4 121. Answering the allegations contained in paragraph 121 of the Complaint, Hervey
5 denies each and every allegation contained in such paragraph.

6 122. Answering the allegations contained in paragraph 122 of the Complaint, denies
7 each and every allegation contained in such paragraph.

8 123. Answering the allegations contained in paragraph 123 of the Complaint, Hervey
9 denies each and every allegation contained in such paragraph.

10 124. Answering the allegations contained in paragraph 124 of the Complaint, Hervey
11 denies each and every allegation contained in such paragraph.

12 125. Answering the allegations contained in paragraph 125 of the Complaint, Hervey
13 denies each and every allegation contained in such paragraph.

14 126. Answering the allegations contained in paragraph 126 of the Complaint, Hervey
15 does not have information or belief sufficient to enable him to answer the allegations contained
16 therein, and, on that ground, denies each and every allegation contained in such paragraph.

17 127. Answering the allegations contained in paragraph 127 of the Complaint, Hervey
18 denies generally and specifically each and every allegation contained in such paragraph that is
19 directed against Hervey. With respect to allegations directed against defendants other than
20 Hervey, or otherwise, Hervey does not have information or belief sufficient to enable him to
21 answer the allegations contained therein, and, on that ground, denies each and every allegation
22 contained in such paragraph.

23 128. Answering the allegations contained in paragraph 128 of the Complaint, Hervey
24 does not have information or belief sufficient to enable him to answer the allegations contained
25 therein, and, on that ground, denies each and every allegation contained in such paragraph.

26 129. Answering the allegations contained in paragraph 129 of the Complaint, Hervey
27 admits that the language quoted in paragraph 129 of the Complaint is contained in the

1 Restatement. Hervey states the Restatement speaks for itself. Except as expressly admitted
2 herein, Hervey does not have information or belief sufficient to enable him to answer the
3 allegations contained therein, and, on that ground, denies each and every allegation contained in
4 such paragraph.

5 130. Answering the allegations contained in paragraph 130 of the Complaint, Hervey
6 denies generally and specifically each and every allegation contained in such paragraph that is
7 directed against Hervey. With respect to allegations directed against defendants other than
8 Hervey, or otherwise, Hervey does not have information or belief sufficient to enable him to
9 answer the allegations contained therein, and, on that ground, denies each and every allegation
10 contained in such paragraph.

11 131. Answering the allegations contained in paragraph 131 of the Complaint, Hervey
12 admits that the language quoted in paragraph 131 of the Complaint is contained in the
13 Restatement. Hervey states the Restatement speaks for itself. Except as expressly admitted
14 herein, Hervey does not have information or belief sufficient to enable him to answer the
15 allegations contained therein, and, on that ground, denies each and every allegation contained in
16 such paragraph.

17 132. Answering the allegations contained in paragraph 132 of the Complaint, Hervey
18 admits that publicly available information indicates that the Company restated its financial
19 statements as set forth in paragraph 132 of the Complaint. Hervey states the Restatement speaks
20 for itself. Except as expressly admitted herein, Hervey does not have information or belief
21 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
22 each and every allegation contained in such paragraph.

23 133. Answering the allegations contained in paragraph 133 of the Complaint, Hervey
24 does not have information or belief sufficient to enable him to answer the allegations contained
25 therein, and, on that ground, denies each and every allegation contained in such paragraph.

26 134. Answering the allegations contained in paragraph 134 of the Complaint, Hervey
27 admits that the chart contained in paragraph 134 of the Complaint is contained in the Restatement.

1 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
2 not have information or belief sufficient to enable him to answer the allegations contained therein,
3 and, on that ground, denies each and every allegation contained in such paragraph.

4 135. Answering the allegations contained in paragraph 135 of the Complaint, Hervey
5 admits that the chart contained in paragraph 135 of the Complaint is contained in the Restatement.
6 Except as expressly admitted herein, Hervey denies generally and specifically each and every
7 allegation contained in such paragraph that is directed against Hervey. With respect to allegations
8 directed against defendants other than Hervey, or otherwise, Hervey does not have information or
9 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
10 denies each and every allegation contained in such paragraph.

11 136. Answering the allegations contained in paragraph 136 of the Complaint, Hervey
12 admits that the chart contained in paragraph 136 of the Complaint is contained in the Restatement.
13 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
14 not have information or belief sufficient to enable him to answer the allegations contained therein,
15 and, on that ground, denies each and every allegation contained in such paragraph.

16 137. Answering the allegations contained in paragraph 137 of the Complaint, Hervey
17 admits that the chart contained in paragraph 137 of the Complaint is contained in the Restatement.
18 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
19 not have information or belief sufficient to enable him to answer the allegations contained therein,
20 and, on that ground, denies each and every allegation contained in such paragraph.

21 138. Answering the allegations contained in paragraph 138 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 139. Answering the allegations contained in paragraph 139 of the Complaint, Hervey
25 does not have information or belief sufficient to enable him to answer the allegations contained
26 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 140. Answering the allegations contained in paragraph 140 of the Complaint, Hervey
2 admits that the chart contained in paragraph 140 of the Complaint is contained in the Restatement.
3 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
4 not have information or belief sufficient to enable him to answer the allegations contained therein,
5 and, on that ground, denies each and every allegation contained in such paragraph.

6 141. Answering the allegations contained in paragraph 141 of the Complaint, Hervey
7 admits that the chart contained in paragraph 141 of the Complaint is contained in the Restatement.
8 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
9 not have information or belief sufficient to enable him to answer the allegations contained therein,
10 and, on that ground, denies each and every allegation contained in such paragraph.

11 142. Answering the allegations contained in paragraph 142 of the Complaint, Hervey
12 does not have information or belief sufficient to enable him to answer the allegations contained
13 therein, and, on that ground, denies each and every allegation contained in such paragraph.

14 143. Answering the allegations contained in paragraph 143 of the Complaint, Hervey
15 states that GAAP speaks for itself. Except as expressly admitted herein, Hervey does not have
16 information or belief sufficient to enable him to answer the allegations contained therein, and, on
17 that ground, denies each and every allegation contained in such paragraph.

18 144. Answering the allegations contained in paragraph 144 of the Complaint, Hervey
19 does not have information or belief sufficient to enable him to answer the allegations contained
20 therein, and, on that ground, denies each and every allegation contained in such paragraph.

21 145. Answering the allegations contained in paragraph 145 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 146. Answering the allegations contained in paragraph 146 of the Complaint, Hervey
25 does not have information or belief sufficient to enable him to answer the allegations contained
26 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 147. Answering the allegations contained in paragraph 147 of the Complaint, Hervey
2 admits that Marvell's Form 8-K dated February 27, 2003 contained a press release dated February
3 27, 2003 which states: "Net loss under GAAP was \$72.2 million, or \$0.61 per share (diluted), for
4 the period ended February 1, 2003..." Hervey admits that he signed Marvell's Form 8-K dated
5 February 27, 2003. Hervey states the Form 8-K speaks for itself. Except as expressly admitted
6 herein, Hervey does not have information or belief sufficient to enable him to answer the
7 allegations contained therein, and, on that ground, denies each and every allegation contained in
8 such paragraph.

9 148. Answering the allegations contained in paragraph 148 of the Complaint, Hervey
10 admits that Marvell's Form 10-K for the fiscal year ended February 1, 2003 ("2003 Form 10-K")
11 reported Marvell's Fiscal 2003 financial results. Hervey admits that he signed the 2003
12 Form 10-K. Hervey admits that the 2003 Form 10-K indicates that Marvell's financial statements
13 were prepared in conformance with GAAP. Hervey admits that the 2003 Form 10-K states: "The
14 Company's employee stock based compensation is accounted for in accordance with Accounting
15 Board Opinion No. 25 . . ." Hervey states the 2003 Form 10-K speaks for itself. Except as
16 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
17 answer the allegations contained therein, and, on that ground, denies each and every allegation
18 contained in such paragraph.

19 149. Answering the allegations contained in paragraph 149 of the Complaint, Hervey
20 admits that the language quoted in paragraph 149 of the Complaint is contained in the Form 2003
21 10-K. Hervey states the 2003 Form 10-K speaks for itself. Except as expressly admitted herein,
22 Hervey does not have information or belief sufficient to enable him to answer the allegations
23 contained therein, and, on that ground, denies each and every allegation contained in such
24 paragraph.

25 150. Answering the allegations contained in paragraph 150 of the Complaint, Hervey
26 admits that he signed a certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to
27 Section 906 of the Sarbanes-Oxley Act of 2002, indicating that the 2003 Form 10-K "fully

1 complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934,”
2 and the information contained in 2003 10-K “fairly presents, in all material respects, the financial
3 condition and result of operations of the Company.” Except as expressly admitted herein, Hervey
4 does not have information or belief sufficient to enable him to answer the allegations contained
5 therein, and, on that ground, denies each and every allegation contained in such paragraph.

6 151. Answering the allegations contained in paragraph 151 of the Complaint, Hervey
7 states Marvell’s February 27, 2003 press release and the 2003 Form 10-K speak for themselves.
8 Except as expressly admitted herein, Hervey denies each and every allegation contained in such
9 paragraph.

10 152. Answering the allegations contained in paragraph 152 of the Complaint, Hervey
11 states Marvell’s 2003 Form 10-K speaks for itself. Except as expressly admitted herein, Hervey
12 denies each and every allegation contained in such paragraph.

13 153. Answering the allegations contained in paragraph 153 of the Complaint, Hervey
14 admits that Marvell’s Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of
15 1934, filed with the SEC on or about May 23, 2003 (the “2003 Proxy Statement”) contains a
16 “Joint Report of the Executive Compensation and Stock Option Committees.” Hervey states the
17 2003 Proxy Statement speaks for itself. Except as expressly admitted herein, Hervey does not
18 have information or belief sufficient to enable him to answer the allegations contained therein,
19 and, on that ground, denies each and every allegation contained in such paragraph.

20 154. Answering the allegations contained in paragraph 154 of the Complaint, Hervey
21 admits that the 2003 Proxy references certain stock options received by certain officers and
22 directors of the Company. Hervey states the 2003 Proxy and the Restatement speak for
23 themselves. Except as expressly admitted herein, Hervey does not have information or belief
24 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
25 each and every allegation contained in such paragraph.

26 155. Answering the allegations contained in paragraph 155 of the Complaint, Hervey
27 admits that he signed Marvell’s Form 8-K filed with the SEC on or about February 26, 2004.

1 Hervey admits that the Form 8-K states: "Net income under GAAP was \$45.5 million, or \$0.33
2 per share (diluted), for the period ended January 31, 2004, compared with a net loss under GAAP
3 of \$72.2 million, or \$0.61 per share (diluted), for the year ended February 1, 2003." Hervey states
4 the Form 8-K speaks for itself. Except as expressly admitted herein, Hervey does not have
5 information or belief sufficient to enable him to answer the allegations contained therein, and, on
6 that ground, denies each and every allegation contained in such paragraph.

7 156. Answering the allegations contained in paragraph 156 of the Complaint, Hervey
8 admits that he signed Marvell's Form 10-K for the fiscal year ended January 31, 2004 ("2004
9 Form 10-K"). Hervey admits that the 2004 Form 10-K stated: "The Company's stock based
10 compensation is accounted for in accordance with Accounting Principles Board Opinion No.
11 25..." Hervey states the 2004 Form 10-K speaks for itself. Except as expressly admitted herein,
12 Hervey does not have information or belief sufficient to enable him to answer the allegations
13 contained therein, and, on that ground, denies each and every allegation contained in such
14 paragraph.

15 157. Answering the allegations contained in paragraph 157 of the Complaint, Hervey
16 admits that the language quoted in paragraph 157 of the Complaint is contained in Marvell's 2004
17 Form 10-K. Hervey states the 2004 10-K speaks for itself. Except as expressly admitted herein,
18 Hervey does not have information or belief sufficient to enable him to answer the allegations
19 contained therein, and, on that ground, denies each and every allegation contained in such
20 paragraph.

21 158. Answering the allegations contained in paragraph 158 of the Complaint, Hervey
22 admits that he signed a Certification Pursuant To Section 302 Of The Sarbanes-Oxley Act Of 2002
23 for the 2004 Form 10-K. Hervey admits that he certified the information set forth in this
24 certification. Except as expressly admitted herein, Hervey does not have information or belief
25 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
26 each and every allegation contained in such paragraph.

1 159. Answering the allegations contained in paragraph 159 of the Complaint, Hervey
2 notes that this paragraph contains certain legal conclusions and characterizations as to which no
3 response is required. Hervey states the February 26, 2004 press release, the 2004 Form 10-K, and
4 the Restatement speak for themselves. Except as expressly admitted herein, Hervey denies each
5 and every allegation contained in such paragraph.

6 160. Answering the allegations contained in paragraph 160 of the Complaint, Hervey
7 notes that this paragraph contains certain legal conclusions and characterizations as to which no
8 response is required. Hervey states the 2004 Form 10-K speaks for itself. Except as expressly
9 admitted herein, Hervey denies each and every allegation contained in such paragraph.

10 161. Answering the allegations contained in paragraph 161 of the Complaint, Hervey
11 notes that this paragraph contains certain legal conclusions and characterizations as to which no
12 response is required. Hervey admits that the Company's Proxy Statement Pursuant to Section
13 14(a) of the Securities Exchange Act of 1934 (the "2004 Proxy ") states "[t]he Stock Option
14 Committee held nine meetings during fiscal 2004." Hervey admits that the 2004 Proxy states:
15 "Options have an exercise price equal to the fair market value of a share of the Company's
16 common stock on the grant date thereof." Hervey states the 2004 Proxy and the Restatement
17 speak for themselves. Except as expressly admitted herein, Hervey does not have information or
18 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
19 denies each and every allegation contained in such paragraph.

20 162. Answering the allegations contained in paragraph 162 of the Complaint, Hervey
21 notes that this paragraph contains certain legal conclusions and characterizations as to which no
22 response is required. Hervey admits that the 2004 Proxy states that "[i]n fiscal year 2004, the
23 Executive Compensation Committee granted Dr. Sehat Sutardja options to purchase 1,500,000
24 shares of the Company's Common Stock." Hervey admits that the 2004 Proxy states that Weili
25 Dai received 1,000,000 options in fiscal year end 2004. Hervey states the 2004 Proxy and
26 Restatement speak for themselves. Except as expressly admitted herein, Hervey does not have
27

1 information or belief sufficient to enable him to answer the allegations contained therein, and, on
2 that ground, denies each and every allegation contained in such paragraph.

3 163. Answering the allegations contained in paragraph 163 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Hervey admits that the 2004 Proxy states that Hervey received 50,000 stock
6 options with an expiration date of May 5, 2013, and 70,000 stock options with an expiration date
7 of January 2, 2014. Hervey states the 2004 Proxy and Restatement speak for themselves. Except
8 as expressly admitted herein, Hervey does not have information or belief sufficient to enable him
9 to answer the allegations contained therein, and, on that ground, denies each and every allegation
10 contained in such paragraph.

11 164. Answering the allegations contained in paragraph 164 of the Complaint, Hervey
12 admits that he signed the Company's Form 8-K filed with the SEC on February 24, 2005. Hervey
13 admits that this Form 8-K attached a Company press release announcing Marvell's financial
14 results for the fourth quarter and fiscal year ended January 29, 2005. Hervey admits that the
15 February 24, 2005 press release stated "[n]et income under generally accepted accounting
16 principles (GAAP) was \$54.9 million, or \$0.18 per share (diluted), for the fourth quarter of fiscal
17 2005" Hervey admits that the February 24, 2005 press release quotes Sutardja as stating
18 "We are pleased to announce the results of another outstanding year and fourth quarter for
19 Marvell. . ." Hervey states the Form 8-K and press release speak for themselves. Except as
20 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
21 answer the allegations contained therein, and, on that ground, denies each and every allegation
22 contained in such paragraph.

23 165. Answering the allegations contained in paragraph 165 of the Complaint, Hervey
24 admits that he signed the Company's Form 10-K for the fiscal year ended January 29, 2005 filed
25 with the SEC on or about April 14, 2005 ("2005 Form 10-K"). Hervey admits that the 2005 Form
26 10-K reported Marvell's fiscal 2005 financial results and indicated that the financial results were
27 prepared in conformance with GAAP. Hervey admits that the 2005 Form 10-K stated: "We

1 currently account for stock-based awards to employees in accordance with Accounting Principles
2 Board Opinion No. 25. . .” Hervey states the 2005 Form 10-K speaks for itself. Except as
3 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
4 answer the allegations contained therein, and, on that ground, denies each and every allegation
5 contained in such paragraph.

6 166. Answering the allegations contained in paragraph 166 of the Complaint, Hervey
7 admits that he signed the Certification Pursuant To Section 302 Of The Sarbanes-Oxley Act of
8 2002 that is included as Exhibit 31.2 to the 2005 Form 10-K, and that he certified the information
9 contained in this certification. Except as expressly admitted herein, Hervey does not have
10 information or belief sufficient to enable him to answer the allegations contained therein, and, on
11 that ground, denies each and every allegation contained in such paragraph.

12 167. Answering the allegations contained in paragraph 167 of the Complaint, Hervey
13 states the February 24, 2005 press release, 2005 Form 10-K and Restatement speak for
14 themselves. Except as express admitted herein, Hervey denies each and every allegation
15 contained in such paragraph.

16 168. Answering the allegations contained in paragraph 168 of the Complaint, Hervey
17 states the 2005 Form 10-K speaks for itself. Except as expressly admitted herein, Hervey denies
18 each and every allegation contained in such paragraph.

19 169. Answering the allegations contained in paragraph 169 of the Complaint, Hervey
20 admits that Marvell’s Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of
21 1934 filed with the SEC on or about April 29, 2005 (the “2005 Proxy”) included a “Joint Report of
22 the Executive Compensation and Stock Option Committees,” and reported that the Stock Option
23 Committee had “met eleven times throughout fiscal year 2005 to determine stock option grants for
24 the Company’s eligible employees.” Hervey states the 2005 Proxy speaks for itself. Except as
25 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
26 answer the allegations contained therein, and, on that ground, denies each and every allegation
27 contained in such paragraph.

1 170. Answering the allegations contained in paragraph 170 of the Complaint, Hervey
2 does not have information or belief sufficient to enable him to answer the allegations contained
3 therein, and, on that ground, denies each and every allegation contained in such paragraph.

4 171. Answering the allegations contained in paragraph 171 of the Complaint, Hervey
5 admits that the 2005 Proxy states “We used the grant date price (the closing price on the Nasdaq
6 National market on the date of grant) in determining the value of the options granted to named
7 executive officers in fiscal year 2005.” Hervey states the 2005 Proxy speaks for itself. Except as
8 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
9 answer the allegations contained therein, and, on that ground, denies each and every allegation
10 contained in such paragraph.

11 172. Answering the allegations contained in paragraph 172 of the Complaint, Hervey
12 admits that the language quoted in paragraph 172 of the Complaint is contained in the 2005 Proxy.
13 Hervey states the 2005 Proxy speaks for itself. Except as expressly admitted herein, Hervey does
14 not have information or belief sufficient to enable him to answer the allegations contained therein,
15 and, on that ground, denies each and every allegation contained in such paragraph.

16 173. Answering the allegations contained in paragraph 173 of the Complaint, Hervey
17 notes that this paragraph contains certain legal conclusions and characterizations as to which no
18 response is required. Except as expressly admitted herein, Hervey does not have information or
19 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
20 denies each and every allegation contained in such paragraph.

21 174. Answering the allegations contained in paragraph 174 of the Complaint, Hervey
22 admits that Marvell’s Form 8-K filed with the SEC on or about May 19, 2005 attached a press
23 release announcing Marvell’s quarterly financial results for the first fiscal quarter of fiscal 2006
24 ended April 30, 2005. Hervey admits that he signed the Form 8-K filed with the SEC on or about
25 May 19, 2005. Hervey admits that the press release stated “[n]et income under generally accepted
26 accounting principles (GAAP) was \$63.5 million, or \$0.20 per share (diluted) for the first quarter
27 of fiscal 2006 . . .” Hervey admits that the press release quotes Sutardja stating that the first

1 quarter of fiscal 2006 “was another very strong quarter for Marvell with record revenues and
2 profits.” Hervey states the press release and Form 8-K speak for themselves. Except as expressly
3 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
4 allegations contained therein, and, on that ground, denies each and every allegation contained in
5 such paragraph.

6 175. Answering the allegations contained in paragraph 175 of the Complaint, Hervey
7 admits that Marvell’s Form 10-Q filed with the SEC on or about June 9, 2005 (“June 9, 2005
8 Form 10-Q”) reports its quarterly financial results for the first quarter of fiscal 2006. Hervey
9 admits that the June 9, 2005 Form 10-Q reports that net income was \$63.5 million or \$.20 diluted
10 net income per share. Hervey states the June 9, 2005 Form 10-Q speaks for itself. Except as
11 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
12 answer the allegations contained therein, and, on that ground, denies each and every allegation
13 contained in such paragraph.

14 176. Answering the allegations contained in paragraph 176 of the Complaint, Hervey
15 admits that he signed the Form 10-Q for the quarterly period ended April 30, 2005, filed with the
16 SEC on or about June 9, 2005. Hervey admits that he signed the Certification Pursuant To Section
17 302 Of The Sarbanes-Oxley Act of 2002 for this Form 10-Q. Hervey admits that he certified the
18 information contained in the Certification. Except as expressly admitted herein, Hervey does not
19 have information or belief sufficient to enable him to answer the allegations contained therein,
20 and, on that ground, denies each and every allegation contained in such paragraph.

21 177. Answering the allegations contained in paragraph 177 of the Complaint, Hervey
22 notes that this paragraph contains certain legal conclusions and characterizations as to which no
23 response is required. Hervey states the May 19, 2005 press release and Form 10-Q speak for
24 themselves. Except as expressly admitted herein, Hervey denies each and every allegation
25 contained in such paragraph.

26 178. Answering the allegations contained in paragraph 178 of the Complaint, Hervey
27 admits that he signed Marvell’s Form 8-K filed with the SEC on or about August 18, 2005.

1 Hervey admits that the Form 8-K attached a press release dated August 18, 2005 reporting second
2 quarter fiscal 2006 results. Hervey admits that the Company reported that “[n]et income under
3 generally accepted accounting principles (GAAP) was \$77.3 million, or \$0.25 per share (diluted),
4 for the second quarter of fiscal 2006...” Hervey states the Form 8-K and press release speak for
5 themselves. Except as expressly admitted herein, Hervey does not have information or belief
6 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
7 each and every allegation contained in such paragraph.

8 179. Answering the allegations contained in paragraph 179 of the Complaint, Hervey
9 admits that Marvell’s Form 10-Q filed with the SEC on or about September 8, 2005, reported its
10 quarterly financial results for the quarterly period ended July 30, 2005. Hervey admits that the
11 Form 10-Q reported that net income was \$77.3 million, or \$0.25 diluted net income per share for
12 the second quarter of fiscal 2006. Hervey states the Form 10-Q speaks for itself. Except as
13 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
14 answer the allegations contained therein, and, on that ground, denies each and every allegation
15 contained in such paragraph.

16 180. Answering the allegations contained in paragraph 180 of the Complaint, Hervey
17 admits that he signed the Form 10-Q for the period ended July 30, 2005, and that he signed a
18 Certification Pursuant To Section 302 Of The Sarbanes-Oxley Act of 2002. Hervey admits that he
19 certified the information contained in the certification. Hervey states the Form 10-Q speaks for
20 itself. Except as expressly admitted herein, Hervey does not have information or belief sufficient
21 to enable him to answer the allegations contained therein, and, on that ground, denies each and
22 every allegation contained in such paragraph.

23 181. Answering the allegations contained in paragraph 181 of the Complaint, Hervey
24 notes that this paragraph contains certain legal conclusions and characterizations as to which no
25 response is required. Hervey states the August 18, 2005 press release and Form 10-Q speak for
26 themselves. Except as expressly admitted herein, Hervey denies each and every allegation
27 contained in such paragraph.

1 182. Answering the allegations contained in paragraph 182 of the Complaint, Hervey
2 admits that he signed Marvell's Form 8-K filed with the SEC on or about November 17, 2005 (the
3 "November 17, 2005 Form 8-K"). Hervey admits that the November 17, 2005 Form 8-K
4 announced Marvell's quarterly financial results for the third quarter of fiscal 2006, ended
5 October 29, 2005. Hervey admits the Company reported "[n]et income under generally accepted
6 accounting principles (GAAP) was \$93.0 million, or \$0.29 per share (diluted), for the third quarter
7 of fiscal 2006 . . ." Hervey states the Form 8-K speaks for itself. Except as expressly admitted
8 herein, Hervey does not have information or belief sufficient to enable him to answer the
9 allegations contained therein, and, on that ground, denies each and every allegation contained in
10 such paragraph.

11 183. Answering the allegations contained in paragraph 183 of the Complaint, Hervey
12 admits that Marvell's Form 10-Q filed with the SEC on or about December 7, 2005 (the
13 "December 7, 2005 Form 10-Q") reported the Company's quarterly financial results for the third
14 quarter of fiscal 2006. Hervey admits that the December 7, 2005 Form 10-Q reported net income
15 of \$93 million or \$0.29 diluted net income per share for the third quarter of fiscal 2006. Hervey
16 states the Form 10-Q speaks for itself. Except as expressly admitted herein, Hervey does not have
17 information or belief sufficient to enable him to answer the allegations contained therein, and, on
18 that ground, denies each and every allegation contained in such paragraph.

19 184. Answering the allegations contained in paragraph 184 of the Complaint, Hervey
20 admits that he signed the December 7, 2005 Form 10-Q and the Certification Pursuant To Section
21 302 Of The Sarbanes-Oxley Act of 2002. Hervey admits that he certified the information
22 contained in this certification. Hervey states the Form 10-Q speaks for itself. Except as expressly
23 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
24 allegations contained therein, and, on that ground, denies each and every allegation contained in
25 such paragraph.

26 185. Answering the allegations contained in paragraph 185 of the Complaint, Hervey
27 notes that this paragraph contains certain legal conclusions and characterizations as to which no

1 response is required. Hervey states the November 17, 2005 press release, Form 10-Q and
2 Restatement speak for themselves. Except as expressly admitted herein, Hervey denies each and
3 every allegation contained in such paragraph.

4 186. Answering the allegations contained in paragraph 186 of the Complaint, Hervey
5 admits that he signed Marvell's Form 8-K filed with the SEC on or about February 23, 2006 (the
6 "February 23, 2006 Form 8-K"). Hervey admits that the February 23, 2006 Form 8-K attached a
7 press release announcing Marvell's financial results for the fourth quarter and year ended
8 January 28, 2006. Hervey admits that the Company reported "[n]et income under generally
9 accepted accounting principles (GAAP) was \$97.5 million, or \$0.30 per share (diluted), for the
10 fourth quarter of fiscal 2006." Hervey states the Form 8-K and press release speak for themselves.
11 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
12 enable him to answer the allegations contained therein, and, on that ground, denies each and every
13 allegation contained in such paragraph.

14 187. Answering the allegations contained in paragraph 187 of the Complaint, Hervey
15 admits that he signed Marvell's Form 10-K which the Company filed with the SEC on or about
16 April 13, 2006 (the "2006 Form 10-K"). Hervey admits that the 2006 Form 10-K reported
17 Marvell's fiscal 2006 financial results and indicated that the financial results were prepared in
18 conformance with GAAP. Hervey admits that the information quoted in paragraph 187 of the
19 Complaint regarding the Company's accounting for stock-based compensation is contained in the
20 2006 Form 10-K. Hervey states the 2006 Form 10-K speaks for itself. Except as expressly
21 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
22 allegations contained therein, and, on that ground, denies each and every allegation contained in
23 such paragraph.

24 188. Answering the allegations contained in paragraph 188 of the Complaint, Hervey
25 admits that he signed a Certification Pursuant To Section 302 Of The Sarbanes-Oxley Act of 2002
26 for the 2006 Form 10-K. Hervey states the 2006 Form 10-K speaks for itself. Hervey admits that
27 he certified the information contained in this certification. Except as expressly admitted herein,

1 Hervey does not have information or belief sufficient to enable him to answer the allegations
2 contained therein, and, on that ground, denies each and every allegation contained in such
3 paragraph.

4 189. Answering the allegations contained in paragraph 189 of the Complaint, Hervey
5 notes that this paragraph contains certain legal conclusions and characterizations as to which no
6 response is required. Hervey states the February 23, 2006 press release, 2006 Form 10-K and
7 Restatement speak for themselves. Except as expressly admitted herein, Hervey denies each and
8 every allegation contained in such paragraph.

9 190. Answering the allegations contained in paragraph 190 of the Complaint, Hervey
10 notes that this paragraph contains certain legal conclusions and characterizations as to which no
11 response is required. Hervey states the 2006 Form 10-K speaks for itself. Except as expressly
12 admitted herein, Hervey denies each and every allegation contained in such paragraph.

13 191. Answering the allegations contained in paragraph 191 of the Complaint, Hervey
14 admits that Marvell's Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of
15 1934 contains a "Joint Report of the Executive Compensation and Stock Option Committees," and
16 reported that "[t]he Stock Option Committee met fourteen times throughout fiscal year 2006 to
17 determine stock option grants for the Company's eligible employees." Hervey states the Proxy
18 Statement speaks for itself. Except as expressly admitted herein, Hervey does not have
19 information or belief sufficient to enable him to answer the allegations contained therein, and, on
20 that ground, denies each and every allegation contained in such paragraph.

21 192. Answering the allegations contained in paragraph 192 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 193. Answering the allegations contained in paragraph 193 of the Complaint, Hervey
25 admits that the 2006 Proxy contains the language quoted in paragraph 193 of the Complaint.
26 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
27

1 enable him to answer the allegations contained therein, and, on that ground, denies each and every
2 allegation contained in such paragraph.

3 194. Answering the allegations contained in paragraph 194 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Except as expressly admitted herein, Hervey denies each and every
6 allegation contained in such paragraph.

7 195. Answering the allegations contained in paragraph 195 of the Complaint, Hervey
8 admits that he signed Marvell's Form 8-K filed with the SEC on or about May 18, 2006 ("May 18,
9 2006 Form 8-K"). Hervey admits that the May 18, 2006 Form 8-K attached a press release
10 announcing Marvell's quarterly financial results for the first quarter of fiscal 2007, ended
11 April 29, 2006. Hervey admits that the press release stated "[n]et income under generally
12 accepted accounting principles (GAAP) was \$75.3 million, or \$0.23 per share (diluted), for the
13 first quarter of fiscal 2007 . . ." Hervey states the May 18, 2006 Form 8-K and press release speak
14 for themselves. Except as expressly admitted herein, Hervey does not have information or belief
15 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
16 each and every allegation contained in such paragraph.

17 196. Answering the allegations contained in paragraph 196 of the Complaint, Hervey
18 admits that Marvell's Form 10-Q filed with the SEC on or about June 8, 2006 (the "June 8, 2006
19 Form 10-Q") reported the Company's financial results for the third quarter of fiscal 2006. Hervey
20 admits that the June 8, 2006 Form 10-Q reported net income under GAAP of \$75.3 million and
21 diluted net income per share of \$0.23. Hervey states the June 8, 2006 Form 10-Q speaks for itself.
22 Except as expressly admitted herein, Hervey does not have information or belief sufficient to
23 enable him to answer the allegations contained therein, and, on that ground, denies each and every
24 allegation contained in such paragraph.

25 197. Answering the allegations contained in paragraph 197 of the Complaint, Hervey
26 admits that he signed the June 8, 2006 Form 10-Q and that he signed a Certification Pursuant To
27 Section 302 Of The Sarbanes-Oxley Act Of 2002. Hervey admits that he certified the information

1 contained in this certification. Hervey states the June 8, 2006 Form 10-Q speaks for itself. Except
2 as expressly admitted herein, Hervey does not have information or belief sufficient to enable him
3 to answer the allegations contained therein, and, on that ground, denies each and every allegation
4 contained in such paragraph.

5 198. Answering the allegations contained in paragraph 198 of the Complaint, Hervey
6 notes that this paragraph contains certain legal conclusions and characterizations as to which no
7 response is required. Except as expressly admitted herein, Hervey denies each and every
8 allegation contained in such paragraph.

9 199. Answering the allegations contained in paragraph 199 of the Complaint, Hervey
10 incorporates by reference as though set forth in full herein, paragraph nos. 1 through 198,
11 inclusive, as set forth above. Except as expressly admitted herein, Hervey does not have
12 information or belief sufficient to enable him to answer the allegations contained therein, and, on
13 that ground, denies each and every allegations contained in this paragraph.

14 200. Answering the allegations contained in paragraph 200 of the Complaint, Hervey
15 notes that this paragraph contains certain legal conclusions and characterizations as to which no
16 response is required. Hervey denies generally and specifically each and every allegation contained
17 in such paragraph with respect to allegations against him. With respect to allegations against other
18 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
19 answer the allegations contained therein, and, on that ground, denies each and every allegation
20 contained in such paragraph.

21 201. Answering the allegations contained in paragraph 201 of the Complaint, Hervey
22 notes that this paragraph contains certain legal conclusions and characterizations as to which no
23 response is required. Hervey denies generally and specifically each and every allegation contained
24 in such paragraph with respect to allegations against him. With respect to allegations against other
25 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
26 answer the allegations contained therein, and, on that ground, denies each and every allegation
27 contained in such paragraph.

1 202. Answering the allegations contained in paragraph 202 of the Complaint, Hervey
2 denies generally and specifically each and every allegation contained in such paragraph with
3 respect to allegations against him. With respect to allegations against other defendants, or
4 otherwise, Hervey does not have information or belief sufficient to enable him to answer the
5 allegations contained therein, and, on that ground, denies each and every allegation contained in
6 such paragraph.

7 203. Answering the allegations contained in paragraph 203 of the Complaint, Hervey
8 notes that this paragraph contains certain legal conclusions and characterizations as to which no
9 response is required. Hervey denies generally and specifically each and every allegation contained
10 in such paragraph with respect to allegations against him. With respect to allegations against other
11 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
12 answer the allegations contained therein, and, on that ground, denies each and every allegation
13 contained in such paragraph.

14 204. Answering the allegations contained in paragraph 204 of the Complaint, Hervey
15 notes that this paragraph contains certain legal conclusions and characterizations as to which no
16 response is required. Hervey denies generally and specifically each and every allegation contained
17 in such paragraph with respect to allegations against him. With respect to allegations against other
18 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
19 answer the allegations contained therein, and, on that ground, denies each and every allegation
20 contained in such paragraph.

21 205. Answering the allegations contained in paragraph 205 of the Complaint, Hervey
22 notes that this paragraph contains certain legal conclusions and characterizations as to which no
23 response is required. Hervey denies generally and specifically each and every allegation contained
24 in such paragraph with respect to allegations against him. With respect to allegations against other
25 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
26 answer the allegations contained therein, and, on that ground, denies each and every allegation
27 contained in such paragraph.

1 206. Answering the allegations contained in paragraph 206 of the Complaint, Hervey
2 notes that this paragraph contains certain legal conclusions and characterizations as to which no
3 response is required. Hervey denies generally and specifically each and every allegation contained
4 in such paragraph with respect to allegations against him. With respect to allegations against other
5 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
6 answer the allegations contained therein, and, on that ground, denies each and every allegation
7 contained in such paragraph.

8 207. Answering the allegations contained in paragraph 207 of the Complaint, Hervey
9 admits that the financial statements which Marvell filed with the SEC were required to conform to
10 GAAP. Except as expressly admitted herein, Hervey does not have information or belief
11 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
12 each and every allegation contained in such paragraph.

13 208. Answering the allegations contained in paragraph 208 of the Complaint, Hervey
14 admits that he affirmed in Sarbanes-Oxley Certifications the information that is included in such
15 certifications. Except as expressly admitted herein, Hervey does not have information or belief
16 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
17 each and every allegation contained in such paragraph.

18 209. Answering the allegations contained in paragraph 209 of the Complaint, Hervey
19 notes that this paragraph contains certain legal conclusions and characterizations as to which no
20 response is required. Hervey denies generally and specifically each and every allegation contained
21 in such paragraph with respect to allegations against him. With respect to allegations against other
22 defendants, or otherwise, Hervey does not have information or belief sufficient to enable him to
23 answer the allegations contained therein, and, on that ground, denies each and every allegation
24 contained in such paragraph.

25 210. Answering the allegations contained in paragraph 210 of the Complaint, Hervey
26 notes that this paragraph contains certain legal conclusions and characterizations as to which no
27

1 response is required. Hervey denies generally and specifically each and every allegation contained
2 in such paragraph.

3 211. Answering the allegations contained in paragraph 211 of the Complaint, Hervey
4 admits that Marvell's Proxy Statement filed with the SEC in 2001 reported that Sutardja and Dai
5 were the members of Marvell's Stock Option Committee, and that the "Stock Option Committee
6 administers the Company's option plans," and is responsible for awarding stock option grants to
7 all of the Company's eligible employees. Hervey admits that Marvell's Proxy Statement filed
8 with the SEC in 2002 states "[t]he Stock Option Committee, [which reports to the Compensation
9 Committee] determines the grants of stock options to executive officers." Hervey admits that
10 Marvell's Proxy Statement filed with the SEC in 2003 states that Sutardja and Dai were the
11 members of the Stock Option Committee, and that "[s]tock options may be granted by the
12 Compensation Committee to the Company's executive officers and the Stock Option Committee
13 may grant other employees stock options under the Company's Amended and Restated 1995 Stock
14 Option Plan." Hervey admits that Marvell's Proxy Statement filed with the SEC in 2004 stated
15 that Sutardja and Dai were members of the Company's Stock Option Committee, and that "[s]tock
16 options may be granted by the Executive Compensation Committee to the Company's executive
17 officers and the Stock Option Committee may grant other employees stock options under the
18 Company's Amended and Restated 1995 Stock Option Plan." Hervey admits that Marvell's Proxy
19 Statement filed with the SEC in 2005 stated that Sutardja and Dai were member of the Company's
20 Stock Option Committee, and that "[s]tock options may be granted by the Executive
21 Compensation Committee to the Company's executive officers and the Stock Option Committee
22 may grant other employees stock options under the Company's Amended and Restated 1995 Stock
23 Option Plan." Hervey admits that Marvell's Proxy Statement filed with the SEC in 2006 stated
24 Sutardja and Dai were members of the Company's Stock Option Committee and that the Stock
25 Option Committee "administers the Company's option plans and is solely responsible for
26 awarding stock option grants to all of the Company's eligible employees, and also recommends
27 compensation and stock option grants to the Executive Compensation Committee with respect to

1 the Vice President of Finance and Chief Financial Officer.” Hervey states Marvell’s Proxy
2 Statements speak for themselves. Except as expressly admitted herein, Hervey does not have
3 information or belief sufficient to enable him to answer the allegations contained therein, and, on
4 that ground, denies each and every allegation contained in such paragraph.

5 212. Answering the allegations contained in paragraph 212 of the Complaint, Hervey
6 notes that this paragraph contains certain legal conclusions and characterizations as to which no
7 response is required. Hervey admits that the Restatement contains the statement that
8 “[a]pproximately 74% of shares granted during the Relevant Period were backdated or resulted in
9 additional accounting charges.” Hervey states the Restatement speaks for itself. Except as
10 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
11 answer the allegations contained therein, and, on that ground, denies each and every allegation
12 contained in such paragraph.

13 213. Answering the allegations contained in paragraph 213 of the Complaint, Hervey
14 notes that this paragraph contains certain legal conclusions and characterizations as to which no
15 response is required. Hervey admits that the Restatement contains the language quoted in
16 paragraph 213 of the Complaint. Hervey states the Restatement speaks for itself. Except as
17 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
18 answer the allegations contained therein, and, on that ground, denies each and every allegation
19 contained in such paragraph.

20 214. Answering the allegations contained in paragraph 214 of the Complaint, Hervey
21 notes that this paragraph contains certain characterizations as to which no response is required.
22 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
23 not have information or belief sufficient to enable him to answer the allegations contained therein,
24 and, on that ground, denies each and every allegation contained in such paragraph.

25 215. Answering the allegations contained in paragraph 215 of the Complaint, Hervey
26 notes that this paragraph contains certain characterizations as to which no response is required.
27 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does

1 not have information or belief sufficient to enable him to answer the allegations contained therein,
2 and, on that ground, denies each and every allegation contained in such paragraph.

3 216. Answering the allegations contained in paragraph 216 of the Complaint, Hervey
4 admits that Marvell's Proxy Statements reported the number of meetings convened by the
5 Company's Stock Option Committee. Hervey admits that the Restatement includes the statement
6 that "the Stock Option Committee conducted no meetings with respect to option grants and that
7 minutes reflecting such meetings were false." Hervey states Marvell's Proxy Statements speak for
8 themselves. Except as expressly admitted herein, Hervey does not have information or belief
9 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
10 each and every allegation contained in such paragraph.

11 217. Answering the allegations contained in paragraph 217 of the Complaint, Hervey
12 admits that the language quoted in paragraph 217 of the Complaint is included in the Restatement.
13 Hervey states the Restatement speaks for itself. Except as expressly admitted herein, Hervey does
14 not have information or belief sufficient to enable him to answer the allegations contained therein,
15 and, on that ground, denies each and every allegation contained in such paragraph.

16 218. Answering the allegations contained in paragraph 218 of the Complaint, Hervey
17 admits that he understood, during at least a period of time that he was employed by Marvell, that
18 the Executive Compensation Committee was responsible for approving salaries and bonuses and
19 other compensation matters for the Company's executive officers and to administer Marvell's
20 stock option plan. Except as expressly admitted herein, Hervey does not have information or
21 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
22 denies each and every allegation contained in such paragraph.

23 219. Answering the allegations contained in paragraph 219 of the Complaint, Hervey
24 admits that Marvell's 2004 Proxy contains the language quoted in paragraph 219 of the
25 Complaint. Hervey states the 2004 Proxy speaks for itself. Except as expressly admitted herein,
26 Hervey does not have information or belief sufficient to enable him to answer the allegations
27

1 contained therein, and, on that ground, denies each and every allegation contained in such
2 paragraph.

3 220. Answering the allegations contained in paragraph 220 of the Complaint, Hervey
4 does not have information or belief sufficient to enable him to answer the allegations contained
5 therein, and, on that ground, denies each and every allegation contained in such paragraph.

6 221. Answering the allegations contained in paragraph 221 of the Complaint, Hervey
7 admits that he was CFO of Marvell from April 2000 until May 2, 2007. Hervey admits that, as
8 CFO of Marvell, he was responsible for managing the areas of financial accounting and reporting,
9 treasury, facilities, purchasing, and management information systems. Except as expressly
10 admitted herein, Hervey denies each and every allegation contained in such paragraph.

11 222. Answering the allegations contained in paragraph 222 of the Complaint, Hervey
12 states the Restatement speaks for itself. Hervey admits that the Restatement included statements
13 that Hervey “failed to properly advise upper management, including Dr. Sutardja and Ms. Dai,
14 about their responsibilities and duties regarding stock options and other financial filings,” and that
15 Hervey “also was found to have been aware of awarding options to two employees prior to their
16 start date.” Hervey denies that he failed to properly advise upper management, including Dr.
17 Sutardja and Ms. Dai, about their responsibilities and duties regarding stock options and other
18 financial filings. Hervey denies that he was aware of awarding options to two employees prior to
19 their start date. Except as expressly admitted herein, Hervey denies each and every allegation
20 contained in such paragraph.

21 223. Answering the allegations contained in paragraph 223 of the Complaint, Hervey
22 denies generally and specifically each and every allegation contained in such paragraph.

23 224. Answering the allegations contained in paragraph 224 of the Complaint, Hervey
24 admits that the language quoted in paragraph 224 of the Complaint is contained in the
25 Restatement. Hervey states the Restatement speaks for itself. Hervey denies that he failed to
26 establish a system of proper controls. Hervey denies being on notice of repeated concerns raised
27 by others regarding the stock option process. Hervey denies that he signed inaccurate external

1 documents, including SEC filings and financial statements. Except as expressly admitted herein,
2 Hervey denies each and every allegation contained in such paragraph.

3 225. Answering the allegations contained in paragraph 225 of the Complaint, Hervey
4 denies generally and specifically each and every allegation contained in such paragraph.

5 226. Answering the allegations contained in paragraph 226 of the Complaint, Hervey
6 denies generally and specifically each and every allegation contained in such paragraph.

7 227. Answering the allegations contained in paragraph 227 of the Complaint, Hervey
8 admits that he understood that Cioffi was a member of the Executive Compensation Committee
9 for Marvell during at least a period of time that Hervey was employed by Marvell. Except as
10 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
11 answer the allegations contained therein, and, on that ground, denies each and every allegation
12 contained in such paragraph.

13 228. Answering the allegations contained in paragraph 228 of the Complaint, Hervey
14 Hervey does not have information or belief sufficient to enable him to answer the allegations
15 contained therein, and, on that ground, denies each and every allegation contained in such
16 paragraph.

17 229. Answering the allegations contained in paragraph 229 of the Complaint, Hervey
18 notes that this paragraph contains certain legal conclusions and characterizations as to which no
19 response is required. Except as express admitted herein, Hervey does not have information or
20 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
21 denies each and every allegation contained in such paragraph.

22 230. Answering the allegations contained in paragraph 230 of the Complaint, Hervey
23 notes that this paragraph contains certain legal conclusions and characterizations as to which no
24 response is required. Hervey denies generally and specifically each and every allegation contained
25 in such paragraph as to the allegations against Hervey. With respect to allegation against other
26 defendants, Hervey does not have information or belief sufficient to enable him to answer the
27

1 allegations contained therein, and, on that ground, denies each and every allegation contained in
2 such paragraph.

3 231. Answering the allegations contained in paragraph 231 of the Complaint, Hervey
4 notes that this paragraph contains certain legal conclusions and characterizations as to which no
5 response is required. Hervey does not have information or belief sufficient to enable him to
6 answer the allegations contained therein, and, on that ground, denies each and every allegation
7 contained in such paragraph.

8 232. Answering the allegations contained in paragraph 232 of the Complaint, Hervey
9 notes that this paragraph contains certain legal conclusions and characterizations as to which no
10 response is required. Hervey denies generally and specifically each and every allegation contained
11 in such paragraph as to the allegations against Hervey. With respect to allegation against other
12 defendants, Hervey does not have information or belief sufficient to enable him to answer the
13 allegations contained therein, and, on that ground, denies each and every allegation contained in
14 such paragraph.

15 233. Answering the allegations contained in paragraph 233 of the Complaint, Hervey
16 admits that publicly available information reflects the closing price of Marvell's common stock on
17 May 22, 2006 was \$26.50, and that the closing price of Marvell's common stock on May 21, 2006
18 was \$28.11. Hervey states the Merrill Lynch report speaks for itself. Except as expressly
19 admitted herein, Hervey does not have information or belief sufficient to enable him to answer the
20 allegations contained therein, and, on that ground, denies each and every allegation contained in
21 such paragraph.

22 234. Answering the allegations contained in paragraph 234 of the Complaint, Hervey
23 admits that publicly available information reflects the closing price of Marvell's common stock on
24 July 3, 2006 was \$22.42, and that the closing price of Marvell's common stock on July 5, 2006
25 was \$20.66. Except as expressly admitted herein, Hervey does not have information or belief
26 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
27 each and every allegation contained in such paragraph.

1 235. Answering the allegations contained in paragraph 235 of the Complaint, Hervey
2 Hervey admits that publicly available information reflects the closing price of Marvell's common
3 stock on October 2, 2006 was \$19.09, and that the closing price of Marvell's common stock on
4 October 3, 2006 was \$16.80. Except as expressly admitted herein, does not have information or
5 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
6 denies each and every allegation contained in such paragraph.

7 236. Answering the allegations contained in paragraph 236 of the Complaint, Hervey
8 notes that this paragraph contains certain legal conclusions and characterizations as to which no
9 response is required. Except as expressly admitted herein, Hervey does not have information or
10 belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
11 denies each and every allegation contained in such paragraph.

12 237. Answering the allegations contained in paragraph 237 of the Complaint, Hervey
13 notes that this paragraph contains certain legal conclusions and characterizations as to which no
14 response is required. Hervey denies making any misrepresentations, and denies engaging in any
15 fraudulent conduct. Hervey denies knowingly and/or recklessly backdating options. Hervey
16 denies engaging in any alleged misconduct. Except as expressly stated herein, Hervey does not
17 have information or belief sufficient to enable him to answer the allegations contained therein,
18 and, on that ground, denies each and every allegation contained in such paragraph.

19 238. Answering the allegations contained in paragraph 238 of the Complaint, Hervey
20 notes that this paragraph contains certain legal conclusions and characterizations as to which no
21 response is required. Hervey denies generally and specifically the allegations against him in such
22 paragraph. With respect to allegations against other defendants, Hervey does not have information
23 or belief sufficient to enable him to answer the allegations contained therein, and, on that ground,
24 denies each and every allegation contained in such paragraph.

25 239. Answering the allegations contained in paragraph 239 of the Complaint, Hervey
26 notes that this paragraph contains certain legal conclusions as to which no response is required.
27 Hervey denies generally and specifically the allegations against him in such paragraph. With

1 respect to allegations against other defendants, Hervey does not have information or belief
2 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
3 each and every allegation contained in such paragraph.

4 240. Answering the allegations contained in paragraph 240 of the Complaint, Hervey
5 incorporates by reference as though set forth in full herein, paragraph nos. 1 through 239,
6 inclusive, as set forth above. Except as expressly admitted herein, Hervey does not have
7 information or belief sufficient to enable him to answer the allegations contained therein, and, on
8 that ground, denies each and every allegation contained in such paragraph.

9 241. Answering the allegations contained in paragraph 241 of the Complaint, Hervey
10 does not have information or belief sufficient to enable him to answer the allegations contained
11 therein, and, on that ground, denies each and every allegation contained in such paragraph.

12 242. Answering the allegations contained in paragraph 242 of the Complaint, Hervey
13 denies generally and specifically the allegations against him in such paragraph. With respect to
14 allegations against other defendants, Hervey does not have information or belief sufficient to
15 enable him to answer the allegations contained therein, and, on that ground, denies each and every
16 allegation contained in such paragraph.

17 243. Answering the allegations contained in paragraph 243 of the Complaint, Hervey
18 Hervey denies generally and specifically the allegations against him in such paragraph. With
19 respect to allegations against other defendants, Hervey does not have information or belief
20 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
21 each and every allegation contained in such paragraph.

22 244. Answering the allegations contained in paragraph 244 of the Complaint, Hervey
23 Hervey denies generally and specifically the allegations against him in such paragraph. With
24 respect to allegations against other defendants, Hervey does not have information or belief
25 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
26 each and every allegation contained in such paragraph.

1 245. Answering the allegations contained in paragraph 245 of the Complaint, Hervey
2 Hervey denies generally and specifically the allegations against him in such paragraph. With
3 respect to allegations against other defendants, Hervey does not have information or belief
4 sufficient to enable him to answer the allegations contained therein, and, on that ground, denies
5 each and every allegation contained in such paragraph.

6 246. Answering the allegations contained in paragraph 246 of the Complaint, Hervey
7 does not have information or belief sufficient to enable him to answer the allegations contained
8 therein, and, on that ground, denies each and every allegation contained in such paragraph.

9 247. Answering the allegations contained in paragraph 247 of the Complaint, Hervey
10 does not have information or belief sufficient to enable him to answer the allegations contained
11 therein, and, on that ground, denies each and every allegation contained in such paragraph.

12 248. Answering the allegations contained in paragraph 248 of the Complaint, Hervey
13 admits that the language quoted in paragraph 248 of the Complaint is contained in Marvell's Form
14 10-K filed on or about April 13, 2006. Hervey states the Form 10-K speaks for itself. Except as
15 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
16 answer the allegations contained therein, and, on that ground, denies each and every allegation
17 contained in such paragraph.

18 249. Answering the allegations contained in paragraph 249 of the Complaint, Hervey
19 does not have information or belief sufficient to enable him to answer the allegations contained
20 therein, and, on that ground, denies each and every allegation contained in such paragraph.

21 250. Answering the allegations contained in paragraph 250 of the Complaint, Hervey
22 does not have information or belief sufficient to enable him to answer the allegations contained
23 therein, and, on that ground, denies each and every allegation contained in such paragraph.

24 251. Answering the allegations contained in paragraph 251 of the Complaint, Hervey
25 does not have information or belief sufficient to enable him to answer the allegations contained
26 therein, and, on that ground, denies each and every allegation contained in such paragraph.

1 252. Answering the allegations contained in paragraph 252 of the Complaint, Hervey
2 admits that the language quoted in paragraph 252 of the Complaint is contained in Marvell's Form
3 10-K filed on or about April 13, 2006. Hervey states the Form 10-K speaks for itself. Except as
4 expressly admitted herein, Hervey does not have information or belief sufficient to enable him to
5 answer the allegations contained therein, and, on that ground, denies each and every allegation
6 contained in such paragraph.

7 253. Answering the allegations contained in paragraph 253 of the Complaint, Hervey
8 does not have information or belief sufficient to enable him to answer the allegations contained
9 therein, and, on that ground, denies each and every allegation contained in such paragraph.

10 254. Answering the allegations contained in paragraph 254 of the Complaint, Hervey
11 admits that, as CFO of Marvell, he was responsible for managing the areas of financial accounting
12 and reporting, treasury, facilities, purchasing, and management information systems. Except as
13 expressly admitted herein, Hervey denies generally and specifically each and every allegation
14 contained in such paragraph.

15 255. Answering the allegations contained in paragraph 255 of the Complaint, Hervey
16 admits that, as a Chief Financial Officer for Marvell, he had a duty to provide accurate and truthful
17 information regarding the Company. Except as expressly admitted herein, Hervey denies
18 generally and specifically each and every allegation contained in such paragraph.

19 256. Answering the allegations contained in paragraph 256 of the Complaint, Hervey
20 denies generally and specifically each and every allegation contained in such paragraph.

21 257. Answering the allegations contained in paragraph 257 of the Complaint, Hervey
22 admits that Cioffi was a member of the Board of Directors and member of the Executive
23 Compensation Committee of Marvell at least for a period of time that he was employed by
24 Marvell. Except as expressly admitted here, Hervey does not have information or belief sufficient
25 to enable him to answer the allegations contained therein, and, on that ground, denies each and
26 every allegation contained in such paragraph.

1 258. Count III has been dismissed against Defendants. Accordingly, Hervey is not
2 required to respond to the allegations contained in paragraph 258 of the Complaint. Except as
3 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

4 259. Count III has been dismissed against Defendants. Accordingly, Hervey is not
5 required to respond to the allegations contained in paragraph 259 of the Complaint. Except as
6 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

7 260. Count III has been dismissed against Defendants. Accordingly, Hervey is not
8 required to respond to the allegations contained in paragraph 260 of the Complaint. Except as
9 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

10 261. Count III has been dismissed against Defendants. Accordingly, Hervey is not
11 required to respond to the allegations contained in paragraph 261 of the Complaint. Except as
12 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

13 262. Count III has been dismissed against Defendants. Accordingly, Hervey is not
14 required to respond to the allegations contained in paragraph 262 of the Complaint. Except as
15 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

16 263. Count III has been dismissed against Defendants. Accordingly, Hervey is not
17 required to respond to the allegations contained in paragraph 263 of the Complaint. Except as
18 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

19 264. Count III has been dismissed against Defendants. Accordingly, Hervey is not
20 required to respond to the allegations contained in paragraph 264 of the Complaint. Except as
21 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

22 265. Count III has been dismissed against Defendants. Accordingly, Hervey is not
23 required to respond to the allegations contained in paragraph 265 of the Complaint. Except as
24 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

25 266. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
26 required to respond to the allegations contained in paragraph 266 of the Complaint. Except as
27 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

1 267. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
2 required to respond to the allegations contained in paragraph 267 of the Complaint. Except as
3 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

4 268. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
5 required to respond to the allegations contained in paragraph 268 of the Complaint. Except as
6 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

7 269. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
8 required to respond to the allegations contained in paragraph 269 of the Complaint. Except as
9 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

10 270. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
11 required to respond to the allegations contained in paragraph 270 of the Complaint. Except as
12 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

13 271. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
14 required to respond to the allegations contained in paragraph 271 of the Complaint. Except as
15 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

16 272. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
17 required to respond to the allegations contained in paragraph 272 of the Complaint. Except as
18 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

19 273. Count IV has been dismissed against Defendants. Accordingly, Hervey is not
20 required to respond to the allegations contained in paragraph 273 of the Complaint. Except as
21 expressly admitted herein, Hervey denies the allegations contained in such paragraph.

22 274. Answering the allegations contained in paragraph 274 of the Complaint, Hervey
23 notes that this paragraph contains certain legal conclusions and characterizations as to which no
24 response is required. Hervey admits that, during the period of time he was employed by Marvell,
25 the Company's common stock was traded on Nasdaq. Hervey admits that, during at least a period
26 of time he was employed by Marvell, the Company filed periodic public reports with the SEC.
27 Hervey admits that he understands that, during at least a period of time he was employed by

1 Marvell, that certain securities analysts followed Marvell securities. Hervey admits that, at least a
2 period of time that he was employed by Marvell, that the Company issued press releases. Except
3 as expressly admitted here, Hervey does not have information or belief sufficient to enable him to
4 answer the allegations contained therein, and, on that ground, denies each and every allegation
5 contained in such paragraph.

6 275. Answering the allegations contained in paragraph 275 of the Complaint, Hervey
7 notes that this paragraph contains certain legal conclusions and characterizations as to which no
8 response is required. Hervey denies generally and specifically each and every allegation contained
9 in such paragraph with respect to allegations against him. With respect to other allegations,
10 Hervey does not have information or belief sufficient to enable him to answer the allegations
11 contained therein, and, on that ground, denies each and every allegation contained in such
12 paragraph.

13 **PRAYER FOR RELIEF**

14 Hervey denies generally and specifically the allegations set forth in Plaintiffs' Prayer for
15 Relief.

16 **HERVEY'S AFFIRMATIVE DEFENSES**

17 **FIRST AFFIRMATIVE DEFENSE** 18 **(Failure to State a Claim)**

19 1. The Complaint, and each purported claim for relief alleged therein, fails to allege
20 facts sufficient to state a claim upon which relief can be granted against Hervey.

21 **SECOND AFFIRMATIVE DEFENSE** 22 **(Waiver)**

23 2. The Complaint, and each purported claim for relief alleged therein, is barred by
24 Plaintiffs' own conduct, actions and inactions, which constitute a waiver of any right Plaintiffs
25 may have had with regard to the matters alleged in the Complaint.
26
27

THIRD AFFIRMATIVE DEFENSE
(Failure to Mitigate)

3. If Plaintiffs have sustained, or will sustain, any of the injuries, losses or damages described in their Complaint, which Hervey denies, then such injuries, losses or damages were caused solely or in part by the failure of Plaintiffs to take reasonable steps available to them to mitigate, alter, or lessen such losses, and to the extent that any such losses proven by Plaintiffs were caused by Plaintiffs' own failure to take reasonable steps available to them to mitigate such losses, they shall not be recoverable against Hervey.

FOURTH AFFIRMATIVE DEFENSE
(Estoppel)

4. The Complaint, and each purported claim for relief alleged therein, is barred by the doctrine of estoppel, by reason of Plaintiffs' own acts, omissions, representations, course of action, or those of their agents, employees or representatives, upon which Hervey relied to his detriment.

FIFTH AFFIRMATIVE DEFENSE
(Laches)

5. The Complaint, and each purported claim for relief alleged therein, is barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE
(Unclean Hands)

6. The Complaint, and each purported claim for relief alleged therein, is barred by the doctrine of unclean hands, in that Plaintiffs have been guilty of inequitable conduct with respect to the matters alleged in the Complaint, and such inequitable conduct shall absolutely bar Plaintiffs' recovery herein.

SEVENTH AFFIRMATIVE DEFENSE
(No Duty)

7. The Complaint, and each purported claim for relief alleged therein, is barred

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1 because Hervey owed no legal duty, imposed by statute, contract, or otherwise, to Plaintiffs.

2 **EIGHTH AFFIRMATIVE DEFENSE**
3 **(Consent)**

4 8. The Complaint, and each purported claim for relief alleged therein, is barred
5 because Plaintiffs authorized, consented to, ratified and/or had knowledge of the acts of Hervey as
6 alleged in the Complaint, and, therefore, Plaintiffs may not complain thereof.

7 **NINTH AFFIRMATIVE DEFENSE**
8 **(Comparative Fault)**

9 10. Plaintiffs were careless and negligent in and about the matters alleged in the
10 Complaint, said carelessness and said negligence on Plaintiffs' own part proximately contributed
11 to the happening of the incidents, injuries, losses and damages complained of, if there were any,
12 and said negligence on the part of Plaintiffs shall diminish their recovery herein, if any, in direct
13 proportion to the extent of such negligence.

14 **TENTH AFFIRMATIVE DEFENSE**
15 **(No Reliance)**

16 10. The Complaint, and each purported claim for relief alleged therein, is barred
17 because Plaintiffs did not actually or justifiably rely on any of Hervey's alleged conduct or
18 statements.

19 **ELEVENTH AFFIRMATIVE DEFENSE**
20 **(Justification)**

21 11. The Complaint, and each purported claim for relief alleged therein, is barred
22 because Hervey was justified in doing any and/or all of the acts alleged in the Complaint.

23 **TWELFTH AFFIRMATIVE DEFENSE**
24 **(Statute of Limitations)**

25 12. Each claim for relief in the Complaint is barred by applicable statutes of limitation.
26
27

THIRTEENTH AFFIRMATIVE DEFENSE
(Privilege)

13. Each claim for relief in the Complaint is barred because Hervey was privileged in doing all of the acts alleged in the Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE
(Lack of Knowledge)

14. Plaintiffs are not entitled to any relief as against Hervey because Hervey had no knowledge of or reasonable grounds to believe in the existence of the facts by reason of which Hervey's liability is alleged to exist in the Complaint.

FIFTEENTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

15. Each claim for relief in the Complaint is barred because Plaintiffs would be unjustly enriched if they were granted any damages as against Hervey.

SIXTEENTH AFFIRMATIVE DEFENSE
(Prevention or Excuse)

16. The Complaint, and each purported claim for relief alleged therein, is barred, in whole or in part, because the performance of Hervey's duties, if any, were excused or prevented.

SEVENTEENTH AFFIRMATIVE DEFENSE
(Setoff)

17. The Complaint, and each purported claim for relief alleged therein, is barred, in whole or in part, because Plaintiffs' damages, if any, are subject to setoff.

EIGHTEENTH AFFIRMATIVE DEFENSE
(Superseding Act)

18. To the extent Plaintiffs have incurred, suffered, or sustained any damages, which Hervey denies, any act, conduct, or omission, if any, on the part of Hervey, was neither a substantial factor in bringing about, nor a contributing cause, in law or in fact, of such damages. Instead, any act, conduct, or omission, if any, on the part of Hervey was superseded by the acts,

1 conduct, or omissions of Plaintiffs or persons or entities other than Hervey, which were the
2 independent, intervening, and proximate cause of any damages incurred, suffered, or sustained by
3 Plaintiffs, if any.

4 **NINETEENTH AFFIRMATIVE DEFENSE**
5 **(Good Faith)**

6 19. Hervey acted reasonably and in good faith at all times material herein, based on all
7 relevant facts and circumstances known by Hervey at the time he so acted.

8 **TWENTIETH AFFIRMATIVE DEFENSE**
9 **(No Damages)**

10 20. Plaintiffs have not suffered any damages as a result of any actions taken by Hervey,
11 and Plaintiffs are, therefore, barred from asserting any cause of action against Hervey, or, if any
12 damages were suffered, they were not as extensive as alleged by Plaintiffs.

13 **TWENTY-FIRST AFFIRMATIVE DEFENSE**
14 **(Not Responsible for Others' Actions)**

15 21. Hervey is not legally responsible for the actions or inactions of Marvell, or any of
16 the other alleged defendants in this action.

17 **TWENTY-SECOND AFFIRMATIVE DEFENSE**
18 **(Assumption of Risk)**

19 22. Plaintiffs assumed the risk that the price of Marvel stock could decline, and,
20 therefore, they are barred from recovery against Hervey.

21 **TWENTY-THIRD AFFIRMATIVE DEFENSE**
22 **(Pleading Uncertain)**

23 23. The Complaint, and each purported claim for relief alleged therein, is uncertain in
24 that it, *inter alia*, fails to state with reasonable particularity: (1) the alleged wrongful acts or
25 omissions on the part of Hervey; or (2) facts sufficient to allege damage or injury to Plaintiffs.

TWENTY-FOURTH AFFIRMATIVE DEFENSE
(Authorization)

24. The Complaint, and each purported claim for relief alleged therein, is barred because the conduct complained of was authorized by, among other things, applicable law.

TWENTY-FIFTH AFFIRMATIVE DEFENSE
(Discovery and Investigation Are Incomplete)

25. Hervey has not yet completed his investigation and discovery of all the facts and circumstances regarding the subject matter of Plaintiffs' Complaint, and, accordingly, reserves his right to amend, modify and plead such further defenses, and take such other actions as necessary and proper for his defense, upon completion of his investigation and study.

WHEREFORE, Hervey prays for judgment against Plaintiffs as follows:

A. That Plaintiffs take nothing by their Complaint herein, and that the same be dismissed with prejudice;

B. That Hervey recover his costs of suit incurred herein, together with his reasonable attorneys' fees and expenses; and

C. That Hervey be awarded such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Hervey demands a jury trial.

DATED: January 12, 2009

BERGESON, LLP

By: _____/s/

Caroline McIntyre

Attorneys for Defendant
GEORGE HERVEY